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Lee County, Florida School Board and Support Personnel Association of Lee County (1991)

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Lee County, Florida School Board and Support Personnel Association of Lee County (1991)

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Comments

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Agreement

between
The School Board of Lee County
and
Support Personnel Association
of Lee County

1991-92

8/92

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PREAMBLE

1
2
3 1. This Agreement, entered into by The
4 School Board of Lee County, Florida,
5 hereinafter referred to as the Board,
6 and the Support Personnel Association
7 of Lee County, hereinafter referred to
8 as the Association, has as its purposes:
9

- 10 a. the promotion of a harmonious
11 relationship between the Board
12 and the Association;
13 b. the establishment of an
14 equitable procedure for the
15 resolution of differences; and
16 c. the establishment of rates of
17 pay, hours of work, and terms
18 and conditions of employment.
19

20 2. The Board and the Association
21 subscribe to the principle that
22 differences shall be resolved by
23 appropriate means without
24 interruptions of the school program.
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DEFINITIONS

1. **Employee**: The term "employee" shall refer only to employees in the unit as defined in Article 1.02. Any reference to an employee in this Agreement shall include both sexes, and whenever the male gender is used it shall also include female employees.
2. **Full-Time Employee**: An employee who works twenty (20) or more hours per work week.
3. **Board**: The School Board of Lee County, Florida, or its duly authorized representative(s).
4. **Superintendent**: The Superintendent of Schools for Lee County, Florida, or his designated representative(s).
5. **Association**: The Support Personnel Association of Lee County, which is the certified bargaining agent for this unit.
6. **Supervisor Shall Mean**:
 - a. in a school, the employee's supervisor is the building principal or his designee;
 - b. if an employee works at more than one work site, the

1 employee's supervisor shall be
2 the supervisor with whom a
3 grievance is filed;
4 c. if an employee is not assigned to
5 a school, the employee's
6 supervisor is the administrator
7 by whom the employee is
8 evaluated.
9
10 7. Days: All references in this
11 Agreement to days shall refer to
12 calendar days except when specified
13 otherwise.
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ARTICLE 1
RECOGNITION

1.01 - The Board recognizes the Association as the exclusive bargaining agent for the purpose of negotiating wages, hours and terms and conditions of employment for the employees in the unit. The Association recognizes the Board as the employer and the legally constituted authority responsible for the operation of the county school system.

1.02 - BARGAINING UNIT: The unit is defined in Case No. RC86-018 (also UC86-044 and 87E-050) and subsequent orders issued by the Florida Public Employees Relations Commission.

1.021 - The unit includes: all regular full and part-time employees in the classifications listed in Appendix A.

1.022 - The unit excludes those supervisory, managerial-confidential employees excluded by PERC orders, and all temporary, casual, and administrative clerical employees and those employees in other units, and all other employees of the Board .

ARTICLE 2
DUES CHECK-OFF

2.01 - Each pay day, including final pay, the Board shall deduct Association dues from the pay of every member who has signed an authorization card. Upon termination from employment, any amount due the Association shall be deducted from the employee's final paycheck. The authorization is revocable by the employee upon thirty (30) days written notice to the Board and the Association. The Board will provide the Association with a complete list of deductions made each month. Dues deduction authorization cards must be presented to the payroll department six (6) work days before the pay period in which the deduction begins. Any dispute as to the amount of dues deducted shall be solely between the Association and the employee. The Association and the employee shall hold the School Board harmless from any liability arising from the deduction of any dues. In cases of deduction errors, adjustments will be made in subsequent checks. There shall be a charge for each deduction of five cents (\$.05) per deduction per member to be paid by the Association.

1 **ARTICLE 3**
2 **RIGHTS AND PRIVILEGES OF PARTIES**

3
4 **3.01 - EMPLOYEE RIGHTS:** Employees shall
5 have the right to join or not to join the
6 Association. Employees shall have the right to
7 engage in lawful concerted activities for the
8 purpose of collective bargaining as it relates
9 to conditions of employment or compensation
10 or other mutual aid or protection. The
11 employees shall have the right to refrain
12 from engaging in such activities. They shall
13 have the right to express and communicate
14 views in accordance with state and federal
15 law and have the right to a fair and equitable
16 grievance procedure administered without
17 regard to membership or non-membership or
18 by virtue of their holding or not holding
19 office in the Association. This provision shall
20 be applied to all employees by the employer
21 and Association. Employees shall have all of
22 the rights secured to them by PERA, Chapter
23 447, Part 2, Florida Statute, and as otherwise
24 provided by law.

25
26 **3.02 - MANAGEMENT RIGHTS:** The Board
27 hereby retains and reserves to itself, the
28 Superintendent and all administrative
29 personnel the right to unilaterally determine
30 its purposes, set standards of services, and
31 exercise control and discretion over its
32 organization and operations. Management
33 shall have all of the rights secured to them by
34 PERA, Chapter 447, Part 2, Florida Statute, and
35 as otherwise provided by law.

1
2 **3.03 - NONDISCRIMINATION:** The
3 provisions of this agreement shall apply to all
4 employees without regard to race, color,
5 creed, sex, age, physical handicap, national
6 origin, marital status, pregnancy or
7 affiliation. The right of employees to belong
8 to, participate in, or refrain from belonging
9 to the Association shall not be interfered with
10 or prohibited. The Association will not
11 discriminate when representing its members
12 or unit members with regard to terms and
13 conditions of membership, or because of race,
14 color, creed, sex, age, physical handicap,
15 national origin, marital status or political
16 affiliation.

17
18 **3.04 - ASSOCIATION REPRESENTATIVES:**
19 The Board shall recognize and deal with the
20 Association representatives designated in
21 writing by the Association President. Any
22 changes shall be submitted to the Board in
23 writing. Upon arrival at any school or work
24 site, such representative shall report to the
25 principal of the school or the supervisor of
26 the work site and shall indicate the purpose
27 of the visit. In no event shall the Association
28 representative interfere with or disrupt the
29 work of an employee.

30
31 **3.05 - ASSOCIATION REPRESENTATION AT**
32 **SCHOOL BOARD MEETINGS:** The Association
33 President or his designee shall have the right
34 to attend School Board meetings. The
35 Association President or his designee will

1 make arrangements with the Superintendent
2 to attend any Board meeting held during
3 working hours. The Association will
4 reimburse the Board for the wages of the
5 Association employee who attends a Board
6 meeting during working hours.
7

8 **3.06 - ASSOCIATION BULLETIN BOARDS:**

9 The Association shall have the privilege of
10 posting notices concerning Association
11 business on bulletin board space not less than
12 24" x 36" exclusively assigned to the
13 Association by the principal or supervisor.
14 The Association shall be given a list of the
15 location of each bulletin board space and be
16 informed of any intended changes. The
17 Association shall provide a copy of each
18 notice to the principal or supervisor prior to
19 each posting.
20

21 **3.07 - COURIER SERVICE:** When the Board
22 and the Association must communicate items
23 of mutual concern to the employees of the
24 District, the courier service may be utilized to
25 disseminate such communications. The
26 Association agrees to indemnify the Board for
27 any claim that might arise on the issue of
28 private express, including all costs, penalties,
29 and attorney's fees.
30

31 **3.08 - MAILBOXES AT SCHOOL:** The
32 Association shall have the right to distribute
33 Association materials in employee mailboxes
34 at school sites where such mailboxes are
35 provided.

1
2 **3.09 - ASSOCIATION LEAVE:** Upon written
3 request of the Association President, he or his
4 designee may be allowed up to a total of
5 twenty (20) days leave per year without pay
6 to conduct Association business. A leave
7 request shall be submitted to the
8 Superintendent and the president's (or
9 designee's) supervisor. The cumulative total
10 granted to the president and designee shall
11 not exceed twenty (20) work days per year.
12 The leave must be scheduled in a manner that
13 will not adversely affect the operation of the
14 school district.

15
16 **3.10 - ASSOCIATION LEAVE OF ABSENCE:**
17 Any employee elected or appointed to a full-
18 time position with the Association may be
19 allowed a leave of absence without pay for a
20 period not to exceed one (1) year. In order to
21 obtain such leave, the employee must comply
22 with leave procedure.

23
24 **3.11 - CONSULTATION:** The Association may
25 request meetings with management for the
26 purpose of discussing issues of mutual
27 concern. The request must be in writing and
28 include items to be discussed. Management
29 shall respond to such requests within five (5)
30 days. Any written agreements resulting from
31 such meeting shall be ratified by the
32 appropriate governing body of the
33 Association and the School Board or its
34 designee.
35

1 **3.12 - INFORMATION:**
2

3 3.121 - **Employee Directory:** Upon request,
4 the Superintendent shall furnish the
5 Association with ten (10) copies of the
6 current employee directory free of charge.
7

8 3.122 - **Board Agenda:** The Superintendent
9 shall furnish a copy of the agenda for each
10 Board meeting to the Association on the day
11 the agenda is available to School Board
12 members. A copy of the minutes of each Board
13 meeting shall be furnished to the Association
14 free of charge after approval by the Board.
15

16 3.123 - **Other Employee Information:** The
17 Board will furnish the Association a list of all
18 new employees hired each month. Such
19 information shall include the employee's
20 name, date of hire, department and job
21 classification. The Association shall pay the
22 Board actual cost thereof. The Board agrees to
23 provide a copy of this Agreement to all
24 employees in the unit within 30 days after
25 ratification, and thereafter to every new
26 employee in this unit upon initial
27 employment.
28

29 3.124 - **Other Public Records:** Upon written
30 request, the Board shall furnish the
31 Association with other public records.
32 Inspection, examination and the cost of
33 duplication of such public records shall be in
34 accordance with the provisions of Chapter
35 119, Florida Statute. This section shall not

1 apply to employee directories, Board agendas
2 and Board minutes.
3

4 **3.13 - BARGAINING RELEASE TIME:** An
5 employee who is a member of the bargaining
6 team shall be released from work on paid
7 leave if the bargaining schedule conflicts
8 with the employee's work schedule. In such
9 event, the Association shall pay a qualified
10 substitute except for impasse, mediation or
11 upon mutual agreement of the parties.
12 Otherwise, the employee's supervisor may
13 adjust the employee's work schedule with the
14 consent of the employee.
15

16 **3.14 - CALENDAR COMMITTEE:** The
17 Association shall have two (2) representatives
18 as members of the Calendar Committee.
19 Participation on the Calendar Committee shall
20 not waive the Association's right to bargain
21 those elements of the calendar that relate to
22 wages, hours, terms and conditions of
23 employment.
24

25 **3.15 - FACILITIES:** When approved as
26 provided by Board policies, the Association
27 shall have the privilege of using school
28 facilities and equipment.
29
30

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4 **ARTICLE 4**
5 **SAFETY**

6 **4.01 - SAFE CONDITIONS:** Adequate, clean,
7 safe and sanitary working conditions shall be
8 provided for all employees. No employee shall
9 be required to work in unsafe conditions or
10 perform tasks which endanger health and
11 safety. The site supervisor or principal shall
12 initially determine what constitutes a safe
13 working condition.

14 **4.02 - SAFETY EQUIPMENT:** Management
15 will determine and provide proper and
16 necessary safety equipment and devices for
17 employees. An employee who fails to use
18 safety equipment as directed may be subject
19 to discipline.

20 **4.03 - REPORTING OF UNSAFE**
21 **CONDITIONS:** An employee who becomes
22 aware of an unsafe or a dangerous working
23 condition shall immediately report the
24 situation to his supervisor. A safety
25 deficiency form shall be provided to
26 employees for this purpose. The supervisor
27 shall investigate the report and take
28 whatever corrective action he deems
29 appropriate. If the employee believes that the
30 condition has not been corrected, he may
31 report it to the site Safety Committee in
32 writing on the safety deficiency form.

33
34 **4.04 - REQUESTS FOR SAFETY MEETING:**
35 The Association may request the site Safety

1 Committee to meet at any time. The request
2 shall be in writing and specify the reasons.
3 The Association shall furnish a copy of the
4 request to the Director of Risk Management
5 and Chief Negotiator. The site Safety
6 Committee shall respond to such request
7 within five (5) days.
8

9 **4.05 - ASSOCIATION REPRESENTATION:**

10 The Association may appoint one (1) member
11 to each site Safety Committee established by
12 Board policy. The Association shall notify
13 each site supervisor and/or principal in
14 writing of its committee member selections
15 by December 1 of each year. The Association
16 may only appoint site Safety Committee
17 members at sites where unit members are
18 employed, and appointees must work at the
19 site.
20

21 **4.06 - SAFE DRIVER PLAN:** Revisions of
22 the Safe Driver Plan shall be implemented
23 only after consultation with the Association
24 through labor/management meetings and
25 memorandums of understanding. The Safe
26 Driver Plan shall not prohibit any employee
27 from exercising any rights or privileges
28 provided by law, rule or this agreement.
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ARTICLE 5
GRIEVANCE PROCEDURE

5.01 - DEFINITION: A grievance is defined as a claim by a named employee, or a group of named employees that there has been a violation, misinterpretation or misapplication of articles in this Agreement. A grievance shall be processed as hereinafter provided.

5.02 - REPRESENTATION: All members of the unit have the right to be represented by the Association in the resolution of a grievance. Nothing herein shall be construed to mandate Association representation of a unit member who is not also a member of the Association; nothing herein shall be construed to prevent any member of the unit from presenting his own grievance in person or by counsel, and having such grievance adjusted without the intervention of the Association, if the adjustment is consistent with the terms of this Agreement, and if the Association has been given the opportunity to be present at the meeting called for the resolution of such grievances.

5.03 - WITHDRAWAL OF GRIEVANCE: A grievance may be withdrawn by the grievant at any time and at any step of this procedure. The same grievance may not be filed a second time by the same grievant.

5.04 - WORKING DAYS: For the purpose of this grievance procedure, work days are

1 defined as Monday through Friday, and when
2 the summer schedule is in effect, Monday
3 through Thursday, exclusive of holidays
4 specified in this Agreement.
5

6 **5.05 - DATE OF DISPOSITION:** The
7 disposition date shall be the date on which the
8 supervisor delivers the written disposition to
9 the grievant or the date of postmark in those
10 instances where delivery is by U.S. mail.
11

12 **5.06 - INFORMAL RESOLUTION**
13 **PROCEDURE:** In the event that an employee
14 believes that there is a basis for a grievance,
15 he shall, within ten (10) working days of the
16 alleged violation, schedule a meeting with his
17 immediate supervisor to informally discuss
18 the alleged violation. The meeting will take
19 place within two (2) working days of the date
20 the employee notifies the supervisor. If after
21 the informal discussion has concluded and
22 the violation still exists after two (2) working
23 days the grievant may utilize the formal
24 grievance procedure. The grievant must
25 initiate the grievance within seven (7)
26 working days of the informal discussion. The
27 grievant may choose to have an Association
28 representative present during the informal
29 discussion.
30

31 **5.07 - GRIEVANCE PROCEDURES:**
32

33 **STEP I:** A copy of the grievance shall be
34 forwarded by the grievant to the
35 Superintendent and to the Association at the

1 same time the grievance is filed with the
2 supervisor. The supervisor shall meet with
3 the grievant and his representative(s). Such
4 meeting shall require at least two (2) working
5 days' notice and shall be held within ten (10)
6 working days of the date of filing the formal
7 grievance. The supervisor shall furnish his
8 written disposition of the grievance to the
9 grievant within seven (7) working days of
10 the meeting and shall furnish a copy thereof
11 to the grievant, the Superintendent, and the
12 Association.
13

14 **STEP II:** If the grievant is not satisfied with
15 the disposition of the grievance, or if no
16 disposition has been made within the time
17 limits as specified in Step I, the grievant may
18 submit the same grievance to the
19 Superintendent within ten (10) working days
20 of the date of disposition or the expiration of
21 the time limits for a disposition. The
22 Superintendent shall meet with the grievant
23 and his representative(s) within ten (10)
24 working days of the date of filing. The
25 Superintendent shall furnish his written
26 disposition of the grievance to the grievant
27 within seven (7) working days of such
28 meeting and shall furnish a copy thereof to
29 the supervisor and to the Association.
30

31 **STEP III:** In the event the grievant is not
32 satisfied with the disposition of the grievance
33 at Step II, or if no disposition has been made
34 within the time limits as provided in Step II,
35 the grievant, with approval from and

1 representation by the Association, may
2 submit the grievance to arbitration in
3 accordance with the rules of the American
4 Arbitration Association. Submission of a
5 grievance to arbitration shall be initiated by
6 the grievant, his counsel or by his designated
7 Association representative, by filing a
8 written request with the American
9 Arbitration Association and with the
10 Superintendent within ten (10) working days
11 of the date of the Step II disposition of the
12 grievance or the expiration of time limits for
13 a disposition. The disposition of the grievance
14 made by the arbitrator shall be binding on
15 both parties; providing that the arbitrator
16 shall have no power to add to, subtract from,
17 modify, or otherwise alter the terms of the
18 collective bargaining agreement. The
19 grievance may be settled while the
20 arbitration procedure is pending.

21
22 **5.08 - EXPENSES:** The fees and expenses of
23 the arbitrator and witness fees for witnesses
24 called by the arbitrator shall be paid equally
25 by the Board and the Association. Otherwise,
26 each party shall bear its own expenses.

27
28 **5.09 - EXTENSION OF TIME LIMITS:** The
29 time limits provided in this article may be
30 extended by written agreement between the
31 grievant, the Association, and the Board.
32 Whenever illness or any other incapacity of
33 the grievant prevents attendance at any
34 grievance meeting or hearing, the meeting

1 or hearing shall be continued until the
2 grievant can be present.
3

4 **5.10 - MISCELLANEOUS:**
5

6 **5.101 - Grievance Adjustments:** The
7 adjustment of any grievance shall not be
8 inconsistent with the provisions of this
9 Agreement.
10

11 **5.102 - Rights Guaranteed by Law:**
12 Nothing contained in the grievance
13 procedure shall be construed to deny the
14 Board, the Superintendent, the Association or
15 any employee the rights otherwise
16 guaranteed by law.
17

18 **5.103 - Meetings - Privacy:** All meetings
19 and hearings under the grievance procedure
20 shall be held in private and shall include
21 only such parties, their representatives, and
22 witnesses. Arbitration hearings shall be in
23 public.
24

25 **5.104 - Release from Work:** Grievances
26 shall be processed during times which do not
27 interfere with the grievant's work unless the
28 parties agree otherwise. Release time without
29 loss of pay shall be granted to employees
30 whose attendance is essential when
31 grievance meetings are held during working
32 hours.
33

34 **5.105 - Responsibilities During**
35 **Grievance Processing:** The filing of a

1 grievance shall not interfere with the right
2 of the Board to carry out its management
3 responsibilities subject to the final resolution
4 of the grievance. The employee shall abide by
5 management's decision prior to and during
6 the time the grievance is pending.

7
8 5.106 - Grievance Records: No records of a
9 grievance shall be filed in an employee's
10 personnel file.

11
12 5.107 - Time Limits: Failure of the grievant
13 to process a grievance within the time limits
14 herein provided shall bar the grievance.

15
16 5.108 - Waiver: The commencement of
17 proceedings against the Board in a court or
18 before PERC or any administrative agency, by
19 an employee(s) or the Association, for
20 misapplication or misinterpretation of the
21 terms of this Agreement shall be deemed a
22 waiver by said employee(s) and the
23 Association of their right to resort to the
24 grievance procedure.

25
26 5.109 - Jurisdiction: When the Association
27 and the supervisor agree that the supervisor
28 will waive Step I, the grievant may file the
29 grievance and proceed through the
30 grievance procedure from the informal
31 proceeding to Step II. In the case where an
32 alleged violation exists at multiple work sites
33 or affects a broad class of employees, the
34 parties may by mutual agreement begin at
35 Step II of the grievance procedure.

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2 5.110 - Grievance Forms: Grievance forms
3 (Appendix A) shall be furnished to the
4 Association by the Superintendent. The
5 Association shall make grievance forms
6 available to employees.
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2 **ARTICLE 6**
3 **OVERTIME AND HOURS OF WORK**

4 **6.01 - WORK WEEK:** The work week shall
5 consist of not more than forty (40) hours. The
6 work week shall be from Saturday 12:01 A.M.
7 to Friday midnight.
8

9 **6.02 - OVERTIME:** All authorized work
10 performed in excess of forty (40) hours in
11 any one week shall be considered overtime
12 and shall be paid at the overtime rate of one
13 and one-half (1-1/2) times the employee's
14 straight time rate of pay. Paid holidays and
15 sick leave for one day during the work week
16 shall be counted as time worked for the
17 purpose of computing overtime.
18

19 **6.03 - DISTRIBUTION OF OVERTIME:**
20 Overtime work will be distributed equitably
21 among employees by job classification and
22 organizational unit based on seniority. The
23 distribution of overtime shall not delay or
24 increase the cost of the Board's operation.
25 Temporary imbalances in the distribution of
26 overtime will be subsequently corrected.
27 Should no qualified employee agree to
28 overtime work, the employer shall assign
29 overtime work in the inverse order of
30 seniority.
31

32 **6.04 - REST PERIODS:** All employees who
33 work six (6) hours per day or more shall
34 receive two (2) rest periods of fifteen (15)

1 minutes each, preferably one in the morning
2 and one in the afternoon except as follows:
3

4 6.041 - Bus Operators are entitled to rest
5 periods as bus schedules permit.
6

7 6.05 - MEAL PERIODS: Employees shall
8 continue to enjoy meal periods as in effect on
9 the date of this Agreement. The meal period
10 shall be as near as possible to the middle of
11 the work shift. Employees may leave the work
12 site during the meal period.
13

14 6.06 - EMERGENCY MAKE UP DAYS: When
15 it is necessary to close schools and work sites
16 as a result of a hurricane or other natural
17 disaster, employees will be notified via radio
18 and television, if possible, prior to the
19 beginning of the work day. The Board will
20 make every effort to avoid interruption in
21 the amount and delivery of the employee's
22 pay check. Employees who do not make up
23 said time during their work year will not be
24 paid for these days and pay will be deducted
25 from the last paycheck of the fiscal year in
26 which the days are missed or from the
27 employee's last paycheck in the event the
28 employee terminates sooner.
29

30 6.061 - For employees who work 187, 190, 196,
31 201, or 206 days, including bus operators, the
32 time shall be made up on the days that
33 students are scheduled to make up school.
34

1 6.062 - For employees who work 216 or 226
2 days, the time shall be made up by extending
3 the contract year by the number of days
4 missed.

5
6 6.063 - For employees who work 260 days per
7 year, time will be made up by extending the
8 length of the work day as determined by the
9 Superintendent.

10
11 6.064 - The Board reserves the right to waive
12 make up time.

13
14 **6.07 - CHANGES IN SHIFT SCHEDULE:**

15 When it is necessary to change the shift
16 schedule of employees in a job classification
17 at a work site, employees will be given 30 days
18 notice.

19
20 **6.08 - CALL BACKS:** Employees who are
21 called back to the job after the end of their
22 work day shall be compensated at time and
23 one-half for a minimum of two (2) hours. This
24 section does not apply to an extended work
25 day.
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1 7.022 - All transfer applicants granted
2 interviews shall be notified in writing by the
3 principal or supervisor of his decision.
4

5 7.023 - A reassignment at the same school or
6 site is not a transfer.
7

8 **7.03 - INVOLUNTARY TRANSFER TO**
9 **ANOTHER SCHOOL OR SITE:**
10

11 7.031 - The Board shall determine the criteria
12 for the selection of employees to be
13 involuntarily transferred. Such criteria shall
14 be applied uniformly throughout the district.
15 An employee selected for an involuntary
16 transfer shall be given the reason for such
17 transfer and the opportunity to object to his
18 supervisor about such transfer. If requested
19 by the employee, the reason shall be given in
20 writing.
21

22 7.032 - Transfers shall be made on a voluntary
23 basis, whenever possible; however, correct
24 and proper operation of the school district
25 will necessarily require that involuntary
26 transfers be made.
27

28 7.033 - Prior to determining involuntary
29 transfers, employees shall be given an
30 opportunity to volunteer.
31

32 7.034 - Involuntary transfers may be made in
33 the event of a school closing.
34

1 7.035 - Involuntary transfers may be made to
2 achieve a reduction in the number of
3 employees assigned to a school. Subject to job
4 requirements and student needs, employees
5 selected for involuntary transfers shall be
6 those with the least district seniority.
7

8 7.036 - A list of employees to be involuntarily
9 transferred will be compiled by the
10 Personnel Department. Vacancy information
11 shall be provided to these employees.
12 Thereafter, employees shall indicate the
13 positions, in order of preference, which they
14 desire. After consideration of job
15 requirements and student needs, employees
16 who have the highest seniority shall be
17 placed first.
18

19 7.037 - No new employee shall be hired in a
20 job classification until all employees qualified
21 for the job have been placed. Should an
22 employee refuse to accept an assignment
23 substantially equal to the current
24 assignment, said refusal shall constitute a
25 resignation by the employee.
26

27 **7.04 - LIMITED DUTY ASSIGNMENTS:**

28 Employees who have experienced a workers'
29 compensation injury and who have been
30 evaluated and released by an approved
31 physician as physically able to return to
32 work with specific limitations, will return to
33 their job site upon written authorization by
34 the Risk Management Department. The
35 specific work limitation will be forwarded to

1 the employee's supervisor from the treating
2 physician. The employee will remain in
3 his/her job site, performing appropriate
4 duties as identified by his supervisor for a
5 period of ten (10) work days. No later than
6 eleven (11) days after returning to limited
7 duty, the employee will be evaluated by his
8 physician and, if not released for full duty,
9 will be returned for limited duty for the work
10 period not to exceed ten (10) work days. At the
11 completion of the second ten (10) day period,
12 if the employee is not able to return to a full-
13 duty status, he will be evaluated by the
14 physician, principal/supervisor and the Risk
15 Management Department to determine the
16 employee's status. Alternatives such as
17 returning to workers' compensation off-duty
18 status, continuation of limited duty
19 assignments, Alternate Duty assignments,
20 and/or other assignments will be reviewed
21 with the employee.

22 23 7.05 - ALTERNATE DUTY ASSIGNMENTS:

- 24
25 a. Employees who have experienced a
26 workers' compensation injury and
27 have achieved maximum medical
28 improvement as determined by an
29 approved physician and are unable to
30 return to their previous job position
31 may be eligible for alternate duty
32 assignments. Employees will be
33 evaluated for alternate duty by the
34 Risk Management Department.
35

1 b. Alternate Duty assignments are trainee
2 positions at job sites to be identified by
3 the Personnel Department after a
4 thorough review of the employee's job
5 history, qualifications, and physical
6 limitations. Positions such as clerk
7 typist, data entry and teachers' aides
8 are some of the possible opportunities
9 for Alternate Duty training.

10
11 c. All Alternate Duty positions will be
12 funded from the Workers'
13 Compensation loss fund budget, as
14 directed by the Risk Management
15 Department.

16
17 7.051 - Wages: Employees selected for
18 Alternate Duty assignments will be paid in
19 accordance with the appropriate salary
20 schedule, but in no case shall the employee
21 receive less than the amount received prior
22 to the injury.

23
24 7.052 - Duration: The training period will
25 extend until one of the following events
26 occur:

27
28 a. The employee completes the training
29 as appropriate for the new job
30 assignment and acquires a non-
31 workers' compensation related position
32 either in or out of the district.

33
34 b. The employee fails to complete the
35 training at which time the employee

1 will be evaluated for a different
2 position or returned to workers'
3 compensation off-duty status pending
4 review.
5

6 **7.06 - SENIORITY AND REDUCTION IN**
7 **FORCE:**
8

9 7.061 - Seniority: Seniority is the length of
10 continuous service with the Board as a full or
11 part-time employee. Any tie in seniority shall
12 be broken by drawing lots to determine the
13 senior employee. Employees lose their
14 seniority as a result of the following:
15

- 16 (a) Termination;
- 17 (b) Retirement;
- 18 (c) Resignation;
- 19 (d) Layoff exceeding two (2) years;
- 20 (e) Unexcused absence for more
21 than three (3) consecutive work
22 days;
- 23 (f) Failure to report to Personnel an
24 intention to return to work
25 within ten (10) calendar days of
26 receipt of recall by certified
27 mail;
- 28 (g) Failure to report from Military
29 Leave within the time limits
30 prescribed.
31

32 7.062 - Layoff: The Board will determine the
33 classifications by departments and schools to
34 be reduced. The Board will notify the
35 Association in advance of any reduction-in-

1 force action. Employees will be laid off in the
2 inverse order of their seniority in the
3 district. Employees who are laid off may fill a
4 vacant position, if qualified. In the event
5 that two or more employees affected have the
6 same amount of seniority, the
7 Superintendent shall make the final
8 decision.
9

10 7.063 - Recall: Employees on layoff status will
11 retain recall rights for two (2) years and
12 shall have preference over other applicants.
13 Recall will be made by certified mail to the
14 last address in the employee's records.
15 Within ten (10) calendar days after
16 receiving notice, laid off employees must
17 respond to Personnel. Failure to respond
18 shall constitute a resignation by the
19 employee.
20

21 a. Recall will be offered to laid off
22 employees if they are physically
23 qualified to perform the job. A laid-off
24 employee, when offered recall, who is
25 temporarily unable to return due to
26 medical reasons certified by a licensed
27 medical provider, may request an
28 extension of recall not to exceed two (2)
29 months.
30

31 b. Employees with the greatest seniority
32 in that classification shall be recalled
33 first.
34

1 7.064 - Seniority List: The Superintendent
2 agrees to provide the President of the
3 Association a current seniority list by March
4 1 of each year and prior to any reduction in
5 force.
6

7 **7.07 - EMPLOYEE PERFORMANCE**

8 **ASSESSMENT**: Each employee will receive a
9 written performance assessment of his work
10 at least once during each contract year.
11

12 7.071 - Each employee's written performance
13 assessment shall be discussed with him by the
14 preparer.
15

16 7.072 - After discussion of the performance
17 assessment, the employee shall sign the
18 performance assessment, acknowledging that
19 he has been shown the report and that it has
20 been discussed with him by the assessor.
21

22 7.073 - If the employee disagrees with his
23 performance assessment, he may submit a
24 written statement which shall, upon request
25 of the employee, be attached to the Board's
26 copy.
27

28 7.074 - Each employee shall be given a copy of
29 his performance assessment within ten (10)
30 calendar days after completion, but not later
31 than April 1. Additional performance
32 assessments completed after April 1 will be
33 given to each employee within ten (10)
34 calendar days after completion.
35

1 7.075 - All discussion of a performance
2 assessment by a supervisor shall be conducted
3 in private.
4

5 7.076 - No employee in the unit shall complete
6 or sign performance assessments of other
7 employees.
8

9 **7.08 - PERSONNEL FILES:**

10
11 7.081 - Each employee has the right to have
12 another person accompany him to review his
13 personnel file, if he so chooses. Such review
14 shall be made before or after the employee's
15 work day or during duty-free lunch, unless
16 the employee is on leave, in the presence of
17 the person responsible for the safekeeping of
18 the personnel files.
19

20 7.082 - The Board will provide, within five (5)
21 working days, a copy of as much of the
22 contents of the employee's personnel file as is
23 requested in writing by the employee. The
24 cost of duplication of such records shall be
25 paid by the employee.
26

27 7.083 - Each employee has the right to
28 comment in writing concerning any
29 materials in his personnel record.
30

31 **7.09 - DISCIPLINE:** Allegations of employee
32 misconduct or unsatisfactory job
33 performance shall be reviewed by the
34 Director of Personnel at the request of the
35 employee's supervisor. The Department of

1 Personnel Services shall conduct an informal
2 predetermination conference to review the
3 allegations. Employees will be given prior
4 written notice of the predetermination
5 conference and may have a representative(s)
6 accompany them and present relevant
7 information. After all information has been
8 considered, the Director of Personnel shall
9 make a recommendation of any disciplinary
10 action to the Superintendent. Recommended
11 actions may include, but are not limited to:
12 letters of warning and reprimand, suspension
13 without pay, retraining or other assistance
14 and dismissal from employment.

15
16 7.091 - Reprimand: Any written reprimand
17 (or warning) shall be furnished to the
18 employee and shall state the reason for the
19 reprimand. The employee will be requested to
20 sign the reprimand or warning for the sole
21 purpose of indicating that he has received
22 the statement and has discussed it with the
23 supervisor. If the employee refuses to sign,
24 the reprimand will be provided to the
25 employee and placed in the employee's
26 personnel file. The employee will have an
27 opportunity to submit a written response
28 which will be placed in the employee's
29 personnel file.

30
31 7.092 - Suspension: Suspensions shall be
32 subject to the grievance procedure. In the
33 event that grievant prevails, the suspension
34 shall be removed from all personnel files. All
35 notices of suspension shall be in writing and

1 delivered to the employee with a copy to the
2 Association within five (5) days of the
3 decision to suspend.
4

5 7.093 - Dismissal: The employee and the
6 Association shall receive written notice of a
7 recommendation for dismissal. Such notice
8 shall include the reasons for the
9 recommendation to dismiss. The employee
10 shall either be entitled to a hearing before
11 the Board or may file a grievance but may not
12 do both.
13

14 7.094 - Any discipline during the contract
15 year, including reprimand, suspension,
16 demotion or termination shall be for just
17 cause.
18

19 7.10 - NONREAPPOINTMENT: Upon written
20 request, the employee shall be granted a
21 conference with the Superintendent for the
22 purpose of reviewing the decision not to
23 renew the employee's contract. The decision
24 of the Superintendent shall be in writing and
25 shall be furnished to the employee within ten
26 (10) work days. The decision is final and not
27 subject to the grievance procedure unless it is
28 arbitrary or capricious.
29

30 7.101 - An employee who is being considered
31 for nonreappointment due to poor
32 performance shall receive written notice
33 from the supervisor by May 1.
34

1 7.102 - An employee who is being considered
2 for nonreappointment based upon
3 misconduct will receive written notice as
4 soon as that decision is made by the
5 supervisor.
6

7 **7.11 - EMPLOYEE PROTECTION:** The Board
8 assures employees of its support when
9 employees have followed the laws and
10 regulations of the State and the policies of the
11 Board in carrying out their responsibility. An
12 employee involved in injury to himself, a
13 student or to another employee shall
14 immediately report same to his supervisor
15 and thereafter make such written reports as
16 necessary to comply with Board policy.
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ARTICLE 8

JOB POSTING, BIDDING AND PROMOTIONS

8.01 - Job openings and new positions shall be filled as herein provided.

8.011 - When job vacancies occur, the applicant whose qualifications, work experience and interview responses are superior, shall be offered the position. Current employees of the district who apply shall be given first consideration prior to other applicants. If the Superintendent determines that two or more applicants are equally qualified, the applicant with the most in-district experience will be offered the position. If an unsuccessful applicant makes a written request to the supervisor within five (5) working days of the date the Board accepts the recommendation for the position, the supervisor will schedule a conference within ten (10) days of receipt of the written request to discuss his application and possible changes to enhance the employee's opportunity for future promotion.

8.012 - A list of job openings shall be provided to Association representatives at each work site upon request. Job openings shall also be published in the district newsletter for five (5) consecutive work days prior to filling the position. During the weeks when the district newsletter is not published, job openings will be posted on the bulletin board in Personnel to coincide with the work week for either

1 four (4) or five (5) consecutive work days.
2 Posted job openings shall include the
3 beginning hourly rate. Qualified employees
4 in the unit shall be given preference.
5

6 8.013 - Persons who have been hired as
7 temporary employees and have worked
8 successfully for six (6) months or longer
9 shall be considered when vacancies occur.
10

11 8.014 - When it is necessary to transfer an
12 employee from or to a day or evening
13 schedule, the supervisor shall first seek
14 volunteers desiring the transfer. If more
15 than one employee volunteers the employee
16 with the most seniority shall be given
17 preference. If no volunteers exist, the least
18 senior employee shall be transferred.
19

20 **8.02 - JOB DESCRIPTIONS AND**
21 **ASSIGNMENTS:**
22

23 8.021 - The Board will prepare and maintain
24 job descriptions for those jobs in the unit. The
25 job descriptions shall list the required
26 qualifications as completely as possible. Every
27 job duty in a job description need not always
28 be specifically described, and any omission
29 does not preclude the required performance
30 of other duties that are specifically job
31 related.
32

33 8.022 - An employee may request a formal
34 review of his job description when the

1 employee believes the current duties as
2 assigned do not match the job description.
3

4 8.023 - Nothing in a job description shall be
5 construed that any employee has the right to
6 refuse to follow instructions.
7

8 8.024 - The Board agrees to conduct an
9 ongoing review of job descriptions to insure
10 that an accurate reflection of performance
11 expectations is maintained. The Board shall
12 provide the Association with a letter
13 notifying the Association of the proposed
14 changes and copies of any proposed changes
15 in job descriptions for existing and new
16 positions prior to the placement of the
17 proposed changes on the School Board
18 agenda. If the Association wishes to bargain
19 the impact of such changes on the unit, the
20 Association shall notify the Board of same in
21 writing by the Association within five (5)
22 working days of the date of the Board's letter
23 of notification.
24

25 **8.03 - TRAINING OPPORTUNITIES:**

26 Employees who are eligible may enroll in
27 supplemental vocational programs as
28 provided in Article 15, Other Benefits.
29

30 **8.04 - TEMPORARY REASSIGNMENTS:**

31 When the head custodian, building
32 supervisor, food service manager or foreman
33 is on leave for a period of five (5) or more
34 work days and the principal/supervisor
35 deems it necessary, another employee at the

1 site may be designated to assume those duties.
2 In such cases, the designee shall be paid the
3 same pay grade, but in no event shall there
4 be a reduction in pay.
5

6 **8.05 - SATELLITE WORK SITES:** In
7 departments where zones, regions or satellite
8 work sites are established, employee
9 preferences by seniority will be considered.
10 The Superintendent reserves the right to
11 assign employees as needed.
12

13 **8.06 - SUBCONTRACTING:** The Board agrees
14 to utilize subcontractors only for a specific
15 need or in case of an emergency.
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**ARTICLE 9
LEAVES**

9.01 - GENERAL CONDITIONS FOR LEAVES: Leave should be requested only when necessary.

9.011 - Absence Without Leave: Any absence without leave may subject the employee to termination or other appropriate discipline.

9.012 - Absence Without Pay: The pay deduction for each day of absence shall be determined by dividing the base salary plus any supplement by the total number of hours in the employee's work year to determine the hourly rate, then multiplying that rate by the number of hours absent. For purposes of this paragraph, supplements are those which relate to employee's principal position and exclude those supplements for extracurricular activities.

9.013 - Notice of Absence: Any employee who will be absent from work for any cause shall notify the principal or supervisor of the leave needed as soon as possible prior to his absence.

9.014 - Leave Application: All applications for leave, except sick, emergency, vacation and personal leave, shall be submitted to the principal or supervisor in writing at least five (5) days in advance. Leave granted for a

1 school year or for the remaining part thereof
2 will expire at the end of the employee's
3 contract year. An employee who desires to
4 return to work the next school year shall
5 notify the Superintendent in writing by
6 April 1.

7
8 **9.015 - Approval of Leave:** All requests for
9 leave shall be submitted on the proper form
10 and shall be subject to approval by the
11 Superintendent.

12
13 **9.016 - Leave Disposition:** All employees
14 shall, if possible, be notified in writing of the
15 disposition of their request prior to the
16 requested leave date.

17
18 **9.017 - Certification:** An employee who has
19 taken sick leave for five (5) or more days, or
20 illness in line of duty leave, or maternity
21 leave, may be required to provide
22 certification from a licensed medical provider
23 stating that the employee is able to perform
24 all of his duties or that the employee was
25 entitled to leave.

26
27 **9.02 - TYPE OF LEAVES:**

28
29 **9.021 - Sick Leave:** All full-time employees
30 shall be credited with four (4) days of sick
31 leave on the last day of the first month of
32 employment of each contract year and shall
33 thereafter accrue one (1) day of sick leave for
34 each month of employment. Sick leave shall
35 be credited to each employee at the end of the

1 month and may not be used prior to the time
2 it is earned. No employee may earn more than
3 one (1) day of sick leave times the number of
4 months of employment during the school
5 year. Sick leave shall be accumulated hourly
6 from year to year without limit to the number
7 of hours that may be accrued. Any leave
8 charged against sick leave shall be paid leave.
9 If termination occurs after the employee has
10 used more sick days than he earned that
11 contract year, and if he has no sick leave
12 accumulated from prior years, the Board will
13 withhold an amount of the employee's daily
14 rate of pay for each sick day used that has not
15 been earned. Terminal pay benefits for
16 accrued sick leave are defined hereinafter.

17
18 a. Claims: An employee is eligible for
19 sick leave for his own illness, and the
20 illness or death of father, mother,
21 brother, sister, husband, wife, child,
22 member of his household or other close
23 relative if approved by the
24 Superintendent.

25
26 b. Record of Accrued Sick Leave: The
27 Board shall provide all employees with
28 a cumulative record of accrued sick
29 leave hours on each pay statement.

30
31 c. Use of Sick Leave in Summer
32 School: Employees who are hired to
33 work during summer school session
34 shall earn one day (actual number of
35 hours worked per day in summer

1 session) of sick leave for each three (3)
2 week term. No more than two (2) days
3 sick leave with pay may be used during
4 summer school.
5

6 d. **Request for Sick Leave:** Each
7 employee shall notify his supervisor as
8 soon as possible or when it is necessary
9 to use sick leave. A claim for sick leave
10 shall be signed by the employee and
11 filed with the principal or supervisor
12 by the end of the fifth working day
13 following the employee's return to
14 work.
15

16 e. **Conditions for Sick Leave:**

- 17
18 1. Sick leave may be used only in
19 one-half (1/2) day increments
20 by couriers and maintenance
21 employees. One-half (1/2) day
22 shall be defined as one-half the
23 number of hours in the
24 employee's work day. Other
25 employees may take sick leave
26 in increments of one (1) hour
27 and quarter (1/4) hours
28 thereafter. In cases of
29 emergency or scheduled health
30 care provider appointments
31 within one hour of the end of
32 the work day, the employees
33 shall be charged only actual
34 time for said emergency leave if
35 he has first reported to work.

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2. Any employee who has used all paid sick leave but who is otherwise entitled to sick leave shall be granted leave without pay. The claim for such leave shall clearly state that the leave is without pay.
 3. In the case of suspected sick leave abuse, the Superintendent may require a medical provider's statement verifying illness.
 4. An unfounded claim for sick leave shall be cause for employee discipline up to and including discharge.
 5. An application for sick leave due to an extended illness (twenty (20) work days) shall be accompanied by a statement from a medical provider certifying that such leave is essential and indicating the probable duration of the illness.

30 f. Transfer of Sick Leave: Any
31 employee shall be entitled to transfer
32 sick leave credit from other Florida
33 school districts. In order to use
34 transferred sick leave credits, an
35 employee must match each day

transferred with a sick leave day earned in Lee County.

g. **Reinstatement of Accrued Sick Leave:** When an employee interrupts service through termination and subsequently returns to employment in the district without having used his district accrued sick leave credit in another Florida school district, such accrued sick leave credit shall become valid on the first day of reemployment.

h. **Terminal Sick Leave Pay:** When an employee receives terminal pay benefits based on unused sick leave, all unused sick leave credit shall be cancelled.

9.022 - **Illness or Injury-In-Line-of-Duty Leave:** Any full time regular employee shall be entitled to illness or injury-in-line-of-duty leave with pay, less any Workers' Compensation payments, for a period not to exceed ten (10) work days per fiscal year regardless of the number of illnesses or injuries, nor to exceed ten (10) days per any single illness or injury when that illness or injury continues or recurs from one fiscal year to succeeding fiscal years, except as provided in this Agreement, when he/she has to be absent from work because of a personal injury received in the discharge of his/her duties. Illness-in-line-of-duty leave is intended to deal with the illnesses normally

1 known as childhood diseases such as, but not
2 limited to, mumps, measles and chicken pox.
3 This leave does not include normal adult
4 illnesses such as colds and influenza. This
5 leave is non-cumulative. In addition to the
6 conditions listed below, for both illness and
7 injury-in-line-of-duty, the Board reserves
8 the right to request a second concurring
9 medical opinion from a physician designated
10 by the Board. Any additional expense
11 incurred as a result of this requirement will
12 be paid by the Board.
13

14 a. In order to be considered for injury-
15 in-line-of-duty leave, the following
16 conditions must be met:
17

- 18 1. The employee must provide
19 written testimony, in addition to
20 his/her testimony, that his/her
21 injury was received in the line
22 of duty.
23
- 24 2. The employee must file a written
25 claim as outlined below, in
26 addition to the injury report
27 claim.
28
- 29 3. The employee must utilize the
30 medical provider selected by the
31 employer. The employee may
32 make a written request to
33 change the medical provider
34 after initial consultation.
35

- 1 b. In order to be considered for illness-
2 in-line-of-duty leave, the following
3 conditions must be met:
4
- 5 1. The employee must supply a
6 letter from a medical doctor, who
7 treated the patient, stating that
8 in his/her opinion, there is a
9 strong probability that the
10 illness was contracted at school.
11
- 12 2. The employee must file a written
13 claim as outlined below.
14
- 15 c. Any employee who has claim for
16 compensation while absent because of
17 injury or illness incurred as
18 prescribed herein, shall file a claim on
19 the standard leave form provided by
20 the Board with his/her principal or
21 other immediate supervisor by the end
22 of the fifth working day following the
23 employee's return to duty after the
24 leave for illness or injury-in-line-of-
25 duty.
26
- 27 9.023 - Personal Leave: All employees shall
28 make a written application for personal
29 leave. The employee shall not be entitled to
30 pay while on personal leave except as
31 provided herein. Personal leave is to allow
32 employees to attend to personal business or
33 matters which cannot be attended to outside
34 of the employee's regular work day.

1 Employees who abuse personal leave may be
2 subject to disciplinary action.

3
4 a. **Invalid Use of Personal Leave:**

5 Personal leave, whether without pay or
6 charged to sick leave, shall not be used
7 by school-based personnel or
8 transportation department employees
9 at the following times, except with the
10 specific written permission of the
11 Superintendent:

- 12
13 1. the day immediately prior to or
14 following a holiday or employee
15 vacation;
16
17 2. the five (5) work days
18 immediately preceding and
19 following the student's school
20 year;
21

22 b. **Personal Leave Charged to Sick**
23 **Leave:**

- 24
25 1. Each employee may take up to
26 five (5) days of personal leave
27 with pay during each fiscal year
28 which is charged to accumulated
29 sick leave. All requests for
30 personal leave charged to sick
31 leave shall be made at least three
32 (3) days in advance except in
33 cases of emergency. In cases of
34 emergency, the employee shall
35 be charged only actual time for

1 said emergency leave if he has
2 first reported to work. If the
3 reason for absence is an
4 emergency and prior written
5 request is not possible, the
6 employee shall notify his
7 principal or supervisor as soon
8 as possible prior to the absence.
9

10 2. The use of personal leave
11 charged to sick leave shall be
12 subject to the following
13 conditions:
14

15 (a) It is not cumulative.
16

17 (b) It need not be approved if
18 the Superintendent
19 determines that it will
20 create a disruption of the
21 instructional or work
22 setting.
23

24 (c) It may only be used in
25 one-half (1/2) day
26 increments by couriers
27 and maintenance
28 employees. One-half (1/2)
29 day shall be defined as
30 one-half the number of
31 hours in the employee's
32 work day. Other
33 employees may take
34 personal leave in
35 increments of one (1)

hour and quarter (1/4)
hours thereafter.

(d) Employees are not
required to provide the
supervisor the reason for
the request.

(e) If personal leave charged
to sick leave is
disapproved, the
employee may:

- 1) accept disapproval of
the leave request, or
- 2) provide his supervisor
with a reason for the
request so that the
supervisor may try to
accommodate the
employee when the
request, based on the
reasons given,
discloses a situation
that cannot be
controlled by the
employee or postponed
to another time. The
reason will not be
reflected on the leave
request form and will
be held in confidence.
- 3) The principal or
supervisor will give

consideration to requests in the order in which they are received as determined by the filing date.

c. **Personal Leave Without Pay:**

Personal leave without pay is available only when an employee has no appropriate paid leave available. It need not be approved if the Superintendent determines that it will create a disruption of the instructional or work setting.

1. **Extended Personal Leave**

Without Pay: Personal leave without pay up to thirty (30) days may be granted at the discretion of the Superintendent. Personal leave in excess of thirty (30) days shall be subject to Board approval.

2. **Personal Leave Without Pay**

for Adoption of a Child: An employee who adopts a child may request personal leave without pay at any time during the first year after obtaining actual custody of a child, or as otherwise needed to fulfill the requirements for adoption. Adoption leave is subject to the

1 provisions of the maternity
2 leave article. Only one adoption
3 leave per household will be
4 granted at one time.
5

- 6 3. **Personal Leave Without Pay**
7 **for Paternity Leave:** All
8 employees are eligible for
9 paternity leave subject to the
10 applicable conditions outlined in
11 the section on maternity leave.
12 Only one leave per household
13 for either maternity or
14 paternity leave will be approved
15 at one time. Paternity leave will
16 only be granted for the period
17 following the birth or adoption
18 of the child.
19

20 9.024 - **Maternity Leave:** All full-time
21 employees shall be eligible for maternity
22 leave. The employees shall submit a written
23 request for maternity leave to the
24 Superintendent. The leave request shall
25 include the date leave is to commence as
26 determined by the employee in consultation
27 with her licensed medical provider. Except in
28 the case of an emergency, a request for
29 maternity leave shall be made at least thirty
30 (30) calendar days prior to the date on which
31 the leave is to begin. Maternity leave shall be
32 without pay, except that the employee must
33 file a claim to use accrued sick leave during
34 that period of the leave for which a medical
35 disability exists. The employee must submit a

1 licensed medical provider's statement
2 indicating the number of days a medical
3 disability exists. Approval of a claim for
4 maternity leave shall be contingent upon
5 certification of pregnancy by a licensed
6 medical provider. In the event that the leave
7 request does not specify a return date, the
8 employee shall notify the Superintendent at
9 least twenty (20) working days prior to her
10 intended return date. Such notice shall be
11 given no later than April 1 in order for the
12 employee to be considered for return to duty
13 that school year. The employee may return to
14 duty on the date requested upon receipt by
15 the Superintendent of certification from a
16 licensed medical provider stating that she is
17 physically capable of performing her job. In
18 the event that leave is approved by the Board
19 effective on or after the first day of the
20 fourth quarter of a school year, a request for
21 the next fiscal year shall not extend beyond
22 the end of the first semester.
23

24 9.025 - **Military**: Military leave shall be
25 granted in accordance with applicable state
26 and federal law. Employees in the National
27 Guard or Reserve shall be granted up to
28 seventeen (17) days paid leave of absence per
29 school year without loss of pay. Leave for
30 longer periods shall be granted when the
31 employee is assigned to duty functions of a
32 military character. Such extended leave shall
33 be without loss of seniority but is not paid
34 leave. An employee shall be granted leave to
35 participate when called for active federal

1 military service. The first thirty (30) days of
2 leave is with full pay and the remainder is
3 without pay. Such leave terminates thirty
4 (30) days after release or discharge from
5 active military service. Such leave shall be
6 without loss of seniority and shall be credited
7 to the employee for experience credit on the
8 salary schedule. Nothing herein shall be
9 construed to expand any military leave
10 privileges other than those provided by
11 applicable state and federal law.
12

13 9.026 - Jury Duty Leave: Any employee,
14 including those employed for summer school,
15 who is subpoenaed for jury duty shall be
16 granted temporary duty leave with pay. The
17 employee shall not be reimbursed for meals,
18 lodging and travel while on leave. Per diem
19 paid by the court for such purposes may be
20 retained by the employee.
21

22 9.027 - Witness Leave: When an employee is
23 subpoenaed, he shall be granted temporary
24 duty leave. Temporary duty with pay shall not
25 be granted for court attendance when an
26 employee is a party to the litigation. The
27 employee may retain any fees. In the event
28 no fees are awarded by the court, and the
29 employee is testifying for the Board, he will
30 be eligible to be paid per diem and travel
31 expenses as provided in Board policy. A
32 request for reimbursement must be filed by
33 the employee.
34

1 9.028 - Temporary Duty: An employee may
2 be assigned temporary duty away from his
3 regular job. Temporary duty may include
4 participation in surveys, meetings, study
5 courses, workshops and similar services. Such
6 assignment may be initiated by the
7 Superintendent or the employee. Temporary
8 duty is not leave. The employee and the
9 Superintendent must mutually agree on
10 temporary duty.

11
12 9.029 - Insurance Coverage: The insurance
13 coverage of any employee who is granted a
14 leave terminates on the first scheduled pay
15 day that the employee does not receive a
16 paycheck. To continue insurance coverage
17 during the leave period, the employee must
18 remit all premiums due thereafter when
19 permitted.

20
21 9.03 - SICK LEAVE BANK: Nothing in this
22 section shall be interpreted to change any of
23 the other provisions herein pertaining to
24 accrued leave.

25
26 9.031 - Membership: Any full-time
27 employee who is employed by the Board for at
28 least one (1) year and has six (6) days accrued
29 sick leave as of date of application for
30 membership, may enroll in the Sick Leave
31 Bank (SLB) by contributing his seventh or
32 subsequent sick leave day to the SLB between
33 August 15 and September 30 of any year.
34 Only full-time employees are to enroll in and
35 receive benefits from the Sick Leave Bank.

1 Any full-time employee who ceases to work 20
2 or more hours per week shall become
3 ineligible for membership and benefits until
4 the employee again becomes full time.
5 Application forms for membership shall be
6 provided to employees at the worksite. An
7 employee must contribute one (1) sick leave
8 day at the time of enrollment. Sick leave days
9 donated to the SLB will not be returned except
10 as hereafter provided.

11
12 9.032 - **Ineligibility:** Any employee who
13 receives sick leave bank benefits and is not
14 entitled thereto shall reimburse the District
15 for all benefits received and the Board shall
16 restore the sick leave days to the Sick Leave
17 Bank.

18
19 9.033 - **Contributions:** In the event the
20 number of days in the SLB balance falls below
21 thirty percent (30%) of the number of SLB
22 members, each member of the SLB must
23 contribute one (1) day from his accumulated
24 sick leave to the SLB. In the event an SLB
25 member cannot contribute an additional day
26 due to leave exhaustion, and he is not then
27 using the SLB, the additional day shall
28 automatically be his next accrued sick leave
29 day.

30
31 9.034 - **Duration:** If both membership in the
32 SLB and the number of days in the SLB fall
33 below three hundred (300), the SLB shall be
34 discontinued, and all remaining in the SLB
35 shall be distributed as provided herein.

1
2 9.035 - **Administration:**
3

- 4 a. The SLB will be administered by the
5 Personnel Department.
6 b. An Overview Committee consisting of
7 two (2) employees appointed by the
8 Superintendent and two (2) employees
9 appointed by the Association shall
10 review the administration of the SLB,
11 investigate alleged abuses, and
12 determine eligibility as herein
13 provided. Committee members shall be
14 provided a quarterly report showing
15 the number of SLB members, balance
16 of days, and number of applications for
17 use.
18

19 9.036 - **Benefits:** The SLB shall be used only
20 by an SLB member for his personal illness or
21 disability and may not be used because of the
22 illness, disability, or death of any other
23 person.
24

- 25 a. In the event of a catastrophic illness of
26 a participating employee which causes
27 the employee to be absent from work
28 for an extended period of time, the
29 employee may receive paid leave as
30 follows:
31

- 32 1. The employee must first use all
33 accumulated sick leave and all
34 other forms of paid leave
35 available;

- 1 2. The employee must then use
2 unpaid leave for ten (10)
3 consecutive work days;
- 4 3. The employee must make
5 application to the SLB and
6 submit medical justification for
7 the number of required days;
- 8 4. The employee is eligible for up
9 to one hundred (100) continuous
10 paid work days in a school year
11 or a total of one hundred (100)
12 days for any one illness or
13 disability. When an employee
14 uses one hundred (100) days for
15 any one illness or disability and
16 returns to work, the employee
17 shall again become eligible to
18 use days for the same illness or
19 disability after a three (3) year
20 period from the date of return to
21 work.
- 22
- 23 b. In the event of a second catastrophic
24 illness of a participating employee
25 which occurs within one calendar year
26 of the date the employee returned to
27 work after utilizing the Sick Leave
28 Bank and the employee is approved for
29 sick leave benefits, the ten (10) days of
30 unpaid leave shall be waived.
- 31
- 32 c. The eligibility of an employee to
33 receive benefits will be reviewed by
34 the Overview Committee which will
35 make the final determination. If an
36 employee is denied SLB benefits, the

1 Overview Committee shall provide
2 written reason(s). The employee may
3 request reconsideration within ten
4 (10) calendar days from date of denial.
5 The Overview Committee's
6 determination is not subject to the
7 grievance procedure.
8

9 9.037 - Abuse: Alleged abuse of the SLB shall
10 be investigated by the Superintendent. Upon
11 a finding of such abuse, the employee shall
12 repay all of the sick leave credits drawn from
13 the SLB and may be subject to disciplinary
14 action.
15

16 9.038 - Discontinuance: If it should be
17 necessary to discontinue the SLB, unused sick
18 leave in the SLB will be distributed as follows:
19

- 20 a. If the number of unused sick leave
21 days in the SLB exceeds the number of
22 members in the SLB, each member will
23 receive one (1) of the unused days to be
24 credited to his sick leave account.
25 Those days exceeding the number of
26 members in the SLB will be disposed of
27 by the Board, whose decision will be
28 final and not subject to the grievance
29 procedure.
30
- 31 b. If the number of unused sick leave
32 days in the SLB is equal to the number
33 of members in the SLB, each member
34 will receive one (1) of the unused days
35 to be credited to his sick leave account.

1 c. If the number of unused sick leave
2 days in the bank is more than one-half
3 (1/2) but less than equal to the number
4 of members in the SLB, each member
5 will receive one-half (1/2) of one of
6 the unused days to be credited to his
7 sick leave account. Those days
8 exceeding one-half (1/2) of the
9 number of members in the SLB will be
10 disposed of by the Board, whose
11 decision will be final and not subject to
12 the grievance procedure.
13

14 d. If the number of unused sick leave
15 days in the SLB is equal to one-half
16 (1/2) of the number of members in the
17 SLB, each member will receive one-
18 half (1/2) of one of the unused days to
19 be credited to his sick leave account.
20

21 e. If the number of unused sick leave
22 days in the SLB is less than one-half
23 (1/2) of the number of members in the
24 SLB, all of the days will be disposed of
25 by the Board, whose decision will not
26 be subject to the grievance procedure.
27

28 9.039 - **Hold Harmless**: The Association, its
29 officers and agents, and the members of the
30 unit shall hold the Board, its officers,
31 employees and agents harmless from any and
32 all claims which may be brought by any of its
33 member(s), of the unit, or any authorized
34 litigant with respect to the establishment or
35 administration of the SLB.

ARTICLE 10
HOLIDAYS AND VACATION

10.01 - HOLIDAYS: All full-time employees in the unit except bus operators and food service employees, shall receive the following paid holidays each year: Independence Day, Labor Day, Thanksgiving (Thursday & Friday), Good Friday and Memorial Day. Employees who work 260 days per year shall receive six (6) consecutive work days' winter vacation. Two of these days shall be Christmas Day and New Year's Day. Employees shall only be paid for holidays that occur during their work year. Bus operators and food service employees shall receive the following paid holidays: Labor Day, Thanksgiving (Thursday & Friday), President's Day, Good Friday and Memorial Day.

10.02 - VACATION: This section shall apply to all full-time twelve month employees in the bargaining unit.

10.021 - A member of the unit who is employed on a twelve (12) month basis shall be allowed paid vacation leave, exclusive of holidays, as follows:

- a. An employee with less than five (5) years of continuous service shall accrue one (1) day per month (12 days per year).

1 b. An employee with five (5) years of
2 more of continuous service shall
3 accrue one and one-quarter (1-1/4)
4 days per month (15 days per year).

5
6 c. An employee with ten (10) years or
7 more of continuous service shall
8 accrue one and one-half (1-1/2) days
9 per month (18 days per year).

10
11 10.022 - Vacation will not be granted until it is
12 earned. Each employee who has accrued at
13 least ten (10) days of vacation shall be allowed
14 to take at least two (2) consecutive weeks of
15 vacation during the calendar year. Each
16 supervisor shall develop and post a vacation
17 schedule by March 31. Between January 1
18 and March 10 employees shall submit
19 requests for vacation time to the supervisor.
20 Requests for vacation will be granted based
21 on seniority. The supervisor may deny
22 vacation requests that disrupt the operation
23 of the school or department. Vacation
24 requests received after March 10 will be
25 considered on a first-come first-served basis.
26 Supervisors shall respond in writing if a
27 vacation request is not granted.

28
29 10.023 - Vacation may be granted in
30 increments of one-half the employee's work
31 day, provided that the request does not disrupt
32 the operation of the work site. All vacation
33 requests must be submitted to the supervisor
34 at least 24 hours in advance of the requested
35 vacation time.
36

1 10.024 - An employee may accrue a maximum
2 of forty-five (45) work days (360 hours) of
3 annual leave. Annual leave shall not be
4 granted prior to the time it is earned and
5 shall be used only with the approval of the
6 Superintendent upon the recommendation of
7 the employee's supervisor. Upon separation
8 from the Board, an employee shall be paid for
9 accrued annual leave as of the date of
10 separation based on the employee's daily rate
11 of pay at the time of separation.
12

13 10.025 - In the case of the death of an
14 employee, payment for accrued annual leave
15 shall be made to the employee's beneficiary
16 of record, or if none, to his estate.
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ARTICLE 11
MISCELLANEOUS

11.01 - MODIFICATION: The terms and conditions of this Agreement may be altered or modified only through the voluntary mutual consent of the Parties in a written and ratified amendment.

11.02 - SEVERABILITY: Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction or as a result of state or federal legislation, the Parties shall meet as soon as practicable to modify same to the extent necessary to bring it into legal compliance. The remaining articles, sections and clauses shall remain in full force and effect for the duration of this Agreement.

11.03 - STRIKES: The Association agrees not to engage in a strike, work stoppage or other similar forms of interference with the operations of the Board.

Any employee who participates in or promotes a strike, work stoppage or other similar form of interference with the operation of the Board, shall be subject to disciplinary action, up to and including discharge. In the event of a strike, work stoppage or interference with the operation of the School Board administration, the President of the Association shall promptly and publicly disavow such strike or work

1 stoppage and strongly recommend that the
2 employees return to work and attempt to
3 bring about a prompt resumption of normal
4 operations. The Association President shall
5 notify the Superintendent within twenty-
6 four (24) hours after the commencement of
7 such strike, about the measures it has taken to
8 comply with the provisions of this section.
9 Failure to abide by the terms of this section
10 will automatically terminate this Agreement.
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**ARTICLE 12
COMPENSATION**

12.01 - SALARY: Each employee in the unit shall receive a step increase of three percent (3%), if eligible, and an additional increase of one percent (1%) above his salary after step increase. The additional increase shall be retroactive to July 1. To be eligible for the step increase, an employee must work one day more than one-half (1/2) the scheduled days for the position. In order to receive the retroactive pay increase, the employee must be working or on leave on the date the Board ratifies this Agreement. Compensation shall remain the same until a new schedule is negotiated.

12.02 - SUMMER PROGRAM PERSONNEL: Personnel hired for the specific purpose of working in the summer program shall be paid according to the salary schedule in effect at the beginning of the summer program.

12.03 - CONTROLLING DOCUMENT: Employees shall be paid in accordance with the salary schedule. In the event of a discrepancy between the salary schedule and this Agreement, the provisions of the Agreement shall prevail.

12.04 - OUTSIDE EXPERIENCE CREDIT: The first step of each pay grade shall be considered the hiring rate for employees.

1 However, such employees shall be given one
2 additional step for each year of verified
3 experience up to a maximum of three years
4 after successfully completing the
5 probationary period. Previous work
6 experience shall be verified as equivalent to
7 the employee's position pursuant to Board
8 policy.
9

10 **12.05 - LONGEVITY PAY:** After completing
11 twenty (20) continuous years of employment,
12 excluding outside experience credit, the
13 employee shall receive an annual \$500
14 increase in salary. The increase shall become
15 effective on July 1 of the fiscal year after the
16 employee becomes eligible. After completing
17 25 continuous years of employment,
18 excluding outside experience credit, an
19 employee shall receive an additional annual
20 \$750 increase in salary. The increase shall
21 become effective on July 1 of the fiscal year
22 after the employee becomes eligible and
23 annually thereafter.
24

25 **12.06 - PROMOTIONS:** No employee shall be
26 deprived of his seniority as a condition for
27 promotion or as the result of a demotion. An
28 employee who terminates and is thereafter
29 reemployed within one calendar year shall
30 retain his seniority for pay purposes except
31 for longevity pay.
32

33 **12.07 - ASBESTOS CONTROL TEAM:**
34 Employees who are members of the Asbestos
35 Control Team shall be paid an additional \$5.00

per hour for actual time spent working in the asbestos abatement area dressed in complete protective gear.

12.08 - DIRECT DEPOSIT: Employees may be paid by automatic direct deposit upon completion of an application available from the school site or the Personnel Office. If an employee terminates direct deposit, he may not reenroll for one calendar year from the date of termination.

12.081 - Optional Pay Delivery for Bus Operators: Each bus operator shall be given a pay delivery choice form at the pre-school orientation. The operator shall indicate on the form whether his paycheck shall be delivered to the central transportation office or a high school site of the employee's choice.

12.09 - PAY DELIVERY PROCEDURES:

12.091 - For employees who work less than 260 days per year (except bus operators), the employee must work at least five (5) days to be eligible for a paycheck on August 31. This paycheck, if issued, shall be for days worked; however, no employee will receive more than 1/24 of the employee's annual salary. Thereafter, 1/24 of the employee's annual salary will be issued on the 15th and the last day of each month except for the September 30 check which will be 2/24 less the amount paid on August 31. The balance of contract shall be issued on the next to last

1 payday of the employee's work year less an
2 amount equal to days worked in the final pay
3 period.
4

5 For employees who do not receive a partial
6 check on August 31, the employee will
7 receive 1/24 until the next to last pay day of
8 the employee's work year when the employee
9 receives the balance of contract salary less
10 an amount equal to days worked in the final
11 pay period.
12

13 12.092 - Final Pay: The employee shall
14 receive a final paycheck equal to days worked
15 in the final pay period on the pay date
16 immediately following the last scheduled
17 work date.
18

19 12.093 - When the 15th or last day of the
20 month falls on a weekend or holiday, checks
21 will be issued on the last scheduled day prior
22 to the weekend or holiday.
23

24 12.094 - Any leave without pay by an
25 employee which is in excess of the final
26 paycheck will be deducted from the first
27 paycheck following the employee's return.
28

29 12.095 - Bus operators shall be paid for actual
30 hours worked each pay period. The first
31 paycheck shall be issued on September 15
32 and the final paycheck shall be issued on
33 June 30. Each paycheck will represent actual
34 hours worked up to the cut-off date of the
35 previous pay period.

1
2 12.096 - Paychecks will be delivered in a
3 manner that insures confidentiality. Upon
4 written request, an employee shall receive
5 his paycheck in an envelope.
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ARTICLE 13
HEALTH BENEFITS

13.01 - LIFE INSURANCE: The Board will provide for twenty thousand dollars (\$20,000) of term life insurance for each employee with an additional twenty thousand dollars (\$20,000) accidental death and dismemberment insurance. Coverage shall begin on the date of employment. Each employee may also purchase through payroll deduction an additional twenty thousand dollars (\$20,000) of term life insurance and an additional twenty thousand dollars (\$20,000) accidental death and dismemberment insurance.

13.02 - COMPREHENSIVE HOSPITALIZATION: The Board will provide hospitalization/major medical insurance coverage for each employee. Such coverage shall become effective thirty (30) consecutive days from the date of employment. The date of employment shall be included as one of the thirty (30) days. Pre-existing conditions shall not be covered during the first ninety (90) consecutive days from the date of employment for new employees and their dependents.

13.021 - Health insurance benefits shall be provided effective July 1, 1991 as follows:

13.022 - The deductible shall be \$200 per covered person up to a maximum of \$400 per

1 family; after the deductible has been
2 exhausted a 70-30 co-share of the next \$4100,
3 with the Board paying 70% and the employee
4 30%; thereafter the Board shall pay 100% of
5 the balance up to \$1,000,000.
6

7 13.023 - When a covered person utilizes the
8 services of the Preferred Provider
9 Organization (PPO) participating medical care
10 facility or doctor the deductible shall be \$200
11 per covered person up to a maximum of \$400
12 per family; after the deductible has been
13 exhausted, a 90-10 co-share of the next \$4100,
14 with the Board paying 90% and the employee
15 10%; thereafter the Board shall pay 100% of
16 the balance up to \$1,000,000. However, office
17 visits to PPO participating doctor will be paid
18 by the Board at 100% after a \$10 employee co-
19 pay per visit.
20

21 13.024 - During the 1991-92 fiscal year, the
22 Board shall pay 100% of the health insurance
23 premium (\$189.63/employee/mo.) for all full-
24 time employees. Employees who elect
25 dependent coverage shall pay the premium
26 selected according to the following:
27

Coverage	Total Prem.	District Pays	Emp. Pays
Employee Only	\$189.63	\$189.63	\$ -0-
Employee & Spouse	\$350.29	\$189.63	\$160.66
Employee & Child	\$331.49	\$189.63	\$141.86
Employee & Children	\$350.29	\$189.63	\$160.66
Family	\$411.20	\$189.63	\$221.57

1
2 The employee cost will be deducted bi-
3 monthly.
4

5 **13.03 - LIABILITY:** The Board will provide
6 liability coverage in the amount of one
7 hundred thousand dollars (\$100,000) per loss
8 per employee not to exceed two hundred
9 thousand dollars (\$200,000) per incident.

10
11 **13.04 - ANNUITY PROGRAM:** The Board
12 will make available through payroll
13 deduction or reduction, Board approved tax
14 sheltered annuities. The procedures for
15 making such programs available shall be as
16 provided by policy of the Board.
17

18 **13.05 - SECTION 125 PLAN:**
19

20 13.051 - The Section 125 Program is, as defined
21 by IRS Section 125 Florida Benefit Plan, a
22 method of offering employees a variety of
23 fringe benefit options to select in order to
24 best meet their own personal need. A "menu"
25 of options is offered. Each option provides a
26 benefit or combination of benefits.
27

28 13.052 - All employees covered by this
29 contract may participate in this Section 125
30 Plan at their own expense. To be eligible to
31 participate in the plan, an employee must be
32 under contract, appointed or on Board
33 approved leave. Employees on Board approved
34 leave must submit the monthly premium to
35 the Board in advance if the leave is without

1 pay. Participation in the plan by newly hired
2 employees shall be effective based upon the
3 specifications of each individual benefit.
4

5 13.053 - Monies saved by the Board from a
6 reduction in the Board's social security
7 contribution for each employee who
8 participates in the Section 125 Plan shall be
9 set aside. These funds shall only be used to
10 fund a mutually agreed upon dental plan for
11 employees.
12

13 13.054 - Newly hired employees shall sign an
14 enrollment form indicating their selection(s)
15 or waiver at the time they sign their contract
16 with the Lee County School Board. Each
17 employee's selection shall be binding for the
18 employee's work year, except those changes
19 required for the plan to continue to qualify
20 under IRS regulations or state and federal
21 law. An employee may change selections by
22 completing a new enrollment card and
23 forwarding it to the Department of Risk
24 Management at least twenty (20) days prior to
25 the last day of the employee's work year. The
26 change will be implemented on the first day
27 of the employee's work year.
28

29 13.055 - The Section 125 Plan benefit options
30 shall include but not be limited to the
31 following:
32

- 33 a. Medical Reimbursement Coverage;
- 34 b. Dependent Comprehensive Hospitaliza-
- 35 tion;

- 1 c. Additional Term Life and Accidental
2 Death & Dismemberment Coverage;
3 d. Income Protection Coverage;
4 e. Dental Plan Coverage;
5 f. Cancer Coverage;
6 g. Vision Care Coverage.
7

8 13.056 - Added coverage under the plan shall
9 be by mutual agreement of the Board and all
10 collective bargaining unit representatives.
11

12 **13.06 - GENERAL PROVISIONS:** The Board's
13 contributions for applicable insurance
14 benefits specified herein shall be for 12
15 months. Insurance coverage shall be in
16 accordance with Florida law and the policies
17 and procedures adopted by the Board.
18

19 **13.07 - INSURANCE TASK FORCE:** Within
20 thirty (30) work days after ratification of this
21 Agreement by the parties, a joint task force of
22 sixteen (16) members, eight (8) of whom shall
23 be appointed by the Superintendent,
24 including the chairman, and eight (8) of
25 whom shall be appointed by the Association,
26 representing all affected bargaining units,
27 shall meet. The joint task force shall review
28 the current insurance programs and
29 workers' compensation issues. It will explore
30 alternatives, improvements, changes and
31 specifications to the existing insurance
32 programs. In order to be implemented, any
33 committee recommendations shall be
34 incorporated in the contract after they have

1 been ratified by both the Board and the
2 Association.
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**ARTICLE 14
BUS OPERATORS**

14.01 - OPERATOR SENIORITY DATE: A substitute operator's seniority date for the purpose of employment as regular operator is the first day of continuous compensated training that leads to receipt of a bus operator's license.

14.011 - When two or more substitutes have the same seniority date, they will be placed on the roster by the last four (4) digits of the employee's social security number taken as a whole number with the smallest number being the most senior. Ties in seniority will be broken with the flip of a coin with the winner of the flip the most senior employee. The substitute seniority roster will be compiled and maintained by the supervisor in charge of training records and shall be posted and a copy sent to the Association.

- a. A substitute will be appointed to the regular position, in seniority order, as a vacancy becomes available, provided the substitute has met all the requirements for the position and has been recommended by the supervisor.
- b. If the employee elects to reject the appointment to a regular position, the employee will be passed over until another vacancy occurs.

1 c. When more than one substitute(s) is
2 appointed to a position of regular
3 operator on the same day, they shall be
4 placed on the regular operator
5 seniority roster in the same order as
6 they were on the substitute seniority
7 roster.

8
9 d. Regular operators shall be assigned a
10 seniority number in conjunction with
11 their seniority date beginning with
12 the seniority number 001. Regular
13 operators who qualify for exceptional
14 student education routes shall be
15 identified as such with the letter "S"
16 following their seniority numbers.

17
18 14.012 - The employee seniority date as a
19 regular employee shall be the first day of
20 continuous compensated training that leads to
21 receipt of a bus operator's license. Current
22 operators who have identical seniority dates
23 will have their dates recalculated by the last
24 four (4) digits of the employee's social
25 security number. An employee who is rehired
26 must meet all eligibility requirements, and
27 accept reappointment as a substitute.

28 29 **14.02 FIELD TRIP REIMBURSEMENT:**

30
31 14.021 - **Reimbursement for Meals:** For all
32 out-of-county field trips of one day or less,
33 and for all overnight trips when lodging is
34 provided by the user, operators will be
35 reimbursed for meals at the prescribed rate.

1 For all out-of-county overnight trips when
2 lodging is not provided by the user, the
3 operator may file a travel expense report for
4 reimbursement as provided by School Board
5 policy. Reimbursement will be based on the
6 time from which the operator begins to drive
7 the bus to the time when the operator parks
8 the bus. Requests for reimbursement shall be
9 filed by the Transportation Department
10 within thirty (30) days following the trip.
11

12 **14.022 - Reimbursement for Daily Field**
13 **Trips:** For all in-county trips which cannot
14 be accomplished during the minimum day for
15 operators and for all out-of-county field trips,
16 except overnight trips, operators will be paid
17 at their regular hourly rate. Field trips which
18 occur between July 1 and the first student
19 school day of the new school year will be paid
20 at the driver's regular hourly rate for the
21 preceding school year. Drivers will receive
22 retroactive pay for field trips occurring after
23 the date of the opening of school. The number
24 of hours to be paid for a field trip will be
25 calculated on the time from which the
26 operator begins to drive the bus to the time
27 when the operator parks the bus.
28

29 **14.023 - Reimbursement for Overnight**
30 **Field Trips:** Operators will be reimbursed for
31 all out-of-county overnight field trips at
32 their regular hourly rate as described in
33 14.022, up to a maximum of twelve (12) hours
34 reimbursement for each calendar day the
35 operator is away, provided that no employee

1 may work more than forty (40) hours in any
2 work week unless approved by the Director of
3 Transportation.

4
5 14.024 - Field Trip Cancellation: When an
6 out-of-county trip is cancelled, and
7 notification is not given to the employee until
8 the actual day of the trip, the operator shall
9 receive one and one-half (1-1/2) hours pay
10 based on the regular hourly rate as defined in
11 14.022. When an in-county trip scheduled
12 outside of the regular work day is cancelled,
13 and notification is not given until the
14 operator arrives to begin loading, the
15 operator shall receive one and one-half (1-
16 1/2) hours pay based on the regular hourly
17 rate as defined in 14.022.

18
19 14.025 - Bus Preparation for Out-of-
20 County Trips: Operators shall be paid one
21 (1) additional hour per field trip for bus
22 preparation and cleaning.

23
24 14.026 - Distribution of Out-of-County
25 Trips: To be eligible for out-of-county trips,
26 employees must complete one full school year
27 or ten (10) work months of employment as a
28 bus operator.

29
30 Trips will be assigned on the basis of
31 seniority and operational region to those
32 operators who have notified the Director of
33 Transportation in writing on the form
34 provided by the Board prior to the first day of
35 school of their availability for out-of-county

trips. Operators who become eligible or request assignments or reinstatement after the first day of school shall be added to the end of the list. If an operator elects to reject an assignment, he will be passed over until his name comes up again in rotation.

a. Field trips missed by an operator due to an authorized absence will not cause the operator to miss his turn. That operator will be offered the next available field trip.

b. Upon written request by the operator to the Director, an operator's name may be withdrawn from the list of eligible drivers. When an employee is on leave, his name shall be passed over.

c. The name of any operator who misses an assigned trip or fails to decline a trip within 24 hours from notification of assignment will miss his next turn.

d. Operators who reject more than three (3) field trips per school year shall be removed from the roster for the remainder of the school year.

14.027 - **In-County Field Trips:** All in-county field trips not included in the seven (7) hour guaranteed minimum day program will be assigned on the basis of seniority and operational region to those operators who have notified the Director of Transportation,

1 in writing, on the form provided by the
2 Board, prior to the first day of school of their
3 availability for in-county trips. Operators
4 who become eligible or request assignment
5 after the first day of school, shall be added to
6 the end of the list. If an operator elects to
7 reject an assignment, he will be passed over
8 until his name comes up again in rotation.
9

10 a. Field trips missed by an operator due to
11 an authorized absence will not cause
12 the operator to miss his turn. That
13 operator will be offered the next
14 available field trip.
15

16 b. If a bus operator requests, his name
17 shall be removed from the list of
18 eligible drivers. When an employee is
19 on leave, his name shall be passed
20 over.
21

22 c. The name of any operator who misses
23 an assigned trip or fails to decline a
24 trip within 24 hours from notification
25 of assignment will miss his turn.
26

27 14.028 - Outside Vendors: Field trips will not
28 be assigned by the Transportation
29 Department to other employees or outside
30 vendors if any regular bus operator or
31 substitute is available.
32

33 14.03 - MINIMUM DAY FOR OPERATORS:

34 All regular bus operators will be guaranteed a
35 minimum of seven (7) hours per day when

1 school is in session. The minimum
2 requirements shall not apply to summer
3 school.
4

5 14.031 - The work day shall include the daily
6 hours approved on the route time and mileage
7 report for each driver plus one-half (1/2)
8 hour daily for non-route time.
9

10 a. Any driver whose approved route
11 exceeds six and one-half (6-1/2) hours
12 per day will be paid for excess time to
13 the nearest quarter hour at his regular
14 hourly rate.
15

16 b. The one-half (1/2) hour daily nonroute
17 time shall be used by operators for all
18 activities needed to perform their
19 normal duties. Duties include, but are
20 not limited to fueling and cleaning of
21 bus, completion of surveys and other
22 paper work and conducting pretrip
23 inspections.
24

25 c. Operators with a work day (14.031) of
26 less than seven (7) hours per day will
27 be assigned additional duties.
28 Additional duty time may be
29 accumulated up to twenty (20) work
30 days and may be assigned during weeks
31 other than the week in which
32 generated and paid. Hours worked as
33 defined in 6.02, including additional
34 time paid back, may not exceed a total
35 of 40 hours per week. These additional

1 duties may include, but not be limited
2 to, the following:

- 3
4 1. Attendance at operators'
5 meetings or additional training
6 sessions, provided that the
7 operator is given five (5) work
8 days advance written notice;
9
- 10 2. In-county field trips that will
11 occur during the hours of
12 7:30 a.m. to 4:30 p.m. At least 24
13 hours' notice will be provided,
14 except in an emergency. Bus
15 operators will not be required to
16 assume emergency duty when a
17 cancellation of a previous
18 commitment would create an
19 undue hardship.
- 20
21 3. Trips to the garage for bus
22 service, inspection and/or
23 repair, breakdown time, and
24 additional runs.
- 25
26 4. Assignment of extra duties at the
27 Transportation Department or
28 school sites shall include but not
29 be limited to mail, parcel and
30 parts pickup and delivery,
31 assistance with routing and
32 reports, scheduled stand-by and
33 other similar duties. With the
34 agreement of the operator, the
35 duties may include radio, data
36 entry, telephone contacts,

1 typing and other general office
2 duties. Custodial, maintenance
3 and food service work will not
4 be assigned. These duties may be
5 assigned during the work day
6 provided that notice is given no
7 later than the last work day of
8 the preceding week.
9

10 5. Emergency duties may be
11 assigned by the Transportation
12 Department, and shall be
13 considered additional duty. Bus
14 operators will not be required to
15 assume emergency duty when a
16 cancellation of a previous
17 commitment would create an
18 undue hardship.
19

20 6. Any operator assigned to duties
21 between 11:00 a.m. and 1:00 p.m.
22 shall be provided a one-half
23 (1/2) hour unpaid lunch period
24 when needed, except that
25 operators assigned to field trips
26 will be provided lunch time as
27 bus schedules permit.
28

29 14.032 - Operators who do not have adequate
30 additional duty hours to cover mandatory
31 meetings or training sessions will be
32 reimbursed at their regular hourly rate.
33

34 14.033 - Drivers who prefer to work fewer
35 than thirty-five (35) hours per week may be
36 exempt from the minimum day by submitting

1 a written request to the Director of
2 Transportation by the first day of preschool
3 or upon initial employment. Exemptions are
4 subject to approval by the director and shall
5 remain in effect during the school year
6 unless otherwise approved. Operators who are
7 exempt from the minimum day shall not be
8 eligible for field trip assignments and shall
9 be paid for actual route time and an additional
10 one-half (1/2) hour per work day non-route
11 time. No extra duties will be assigned to these
12 routes.
13

14 **14.04 - ROUTE BIDDING:**

15
16 14.041 - Route bidding for all regular school
17 year routes shall occur annually no earlier
18 than one week prior to preschool and no later
19 than the last day of the preschool training
20 period and for summer school routes no
21 earlier than two weeks prior to the first day
22 of summer school and no later than two days
23 prior to the first day of summer school. All
24 regular operators have the right to bid on
25 any regular route and the designated parking
26 area of a route may not be changed. Special
27 education routes will be offered to operators
28 who qualify by experience or training as
29 determined by the Director of Transportation.
30

31 14.042 - Descriptions of all routes will be
32 posted at a designated location at least 40 work
33 hours prior to the beginning of the bidding
34 procedure.
35

- 1 14.043 - Routes shall be listed by:
2
3 (a) Total estimated route time;
4 (b) Bus number and type of bus;
5 (c) Required parking area;
6 (d) Schools served;
7 (e) Approximate beginning and ending
8 time;
9 (f) Special education.
- 10
11 14.044 - Routes will include any permanently
12 assigned standby time, intramural runs, and
13 activity runs.
14
- 15 14.045 - The location of bus parking is the
16 decision of the Transportation Department.
17
- 18 14.046 - Operators will receive written
19 notification of their assigned seniority
20 number, along with the time and date to select
21 his route. Operators who do not appear during
22 their assigned time may select a route at the
23 end of the specified time block during which
24 they appear. Any operator who does not
25 appear will be assigned an available route at
26 the conclusion of the bidding process.
27
- 28 14.047 - An operator who is unable to attend
29 the route bidding on the specified day or time
30 may execute a proxy. The proxy must be
31 presented at the operator's assigned time and
32 place for bidding.
33
- 34 14.048 - As routes are filled during the
35 bidding, the name of the operator who elects
36 the route will be placed on the master list, so

1 that operators who have yet to bid will know
2 which routes are available.
3

4 14.049 - New routes that are created after all
5 bidding is completed and any vacated routes
6 shall be filled by a substitute operator.
7

8 14.0410 - Bus routes shall be bid as posted.
9 Routes may be adjusted and buses may be
10 reassigned by the Director of Transportation
11 after bidding is completed.
12

13 14.0411 - A regular route shall be defined as a
14 route for which there is a funded position.
15

16 14.0412 - When the supervisor determines
17 that a route change is necessary, the bus
18 operator affected shall be consulted about the
19 reasons for the change, the new route and
20 the pupil bus load before the change is made.
21 The supervisor shall then consider the
22 driver's input and shall thereafter notify the
23 driver the day a change is confirmed.
24

25 **14.05 - TRANSPORTATION COMPOUNDS/**

26 **FACILITIES**: Every effort will be made to
27 equip transportation satellite compounds,
28 whether temporary or permanent, with
29 sanitary, water and waste disposal facilities
30 and paper products. Facilities shall be
31 maintained to ensure proper health and
32 hygiene.
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ARTICLE 15
OTHER BENEFITS

27 **15.01 - SAFE DRIVING AWARD:** An
28 employee shall be eligible for a safe driving
29 award of \$75 provided that the employee:

- 30 a. works in a position in which one-half
31 (1/2) the employee's time is devoted to
32 the operation of a motor vehicle;
33
34 b. continuously holds such position for a
35 period from the first day of the second
semester to the end of the school year
in which the award is earned;
c. has not had a preventable accident as
determined by the Safe Driver Plan or
received a citation from a law
enforcement officer for a moving
traffic violation.

The cash award will be mailed to the employee
not later than August 30 following the fiscal
year in which the award is earned.

27 **15.02 - UNIFORMS:** When required,
28 uniforms will be provided for employees.
29 Specifications for all uniforms shall be
30 determined by each department. New
31 employees shall be eligible to receive
32 uniforms no later than completion of the
33 probationary period. After the first issue of
34 uniforms, employees who are provided
35 purchased uniforms shall have the

1 opportunity to select approved accessories
2 provided that the basic uniform is in good
3 condition and that the total price of
4 accessories does not exceed the cost of the
5 uniforms. Every reasonable effort will be
6 made to provide uniforms to employees
7 within 30 work days following the beginning
8 of each work year.
9

10 **15.03 - TRADE CERTIFICATION**

11 **SUPPLEMENT:** Trades employees who have
12 secured a license as a journeyman or who can
13 provide written evidence of completion of a
14 comprehensive trade-related certification or
15 degree program in the related area of their
16 employment will receive a \$175 annual
17 supplement. This supplement will be paid to
18 the employee on the next scheduled pay date
19 following written notification from the
20 department director to the Payroll
21 Department.
22

23 **15.04 - IDENTIFICATION BADGES:** When
24 required, identification badges will be
25 furnished to employees.
26

27 **15.05 - TERMINAL PAY BENEFITS:** A
28 regular full-time employee, upon application,
29 after ten years of creditable service in a state
30 retirement plan established by the Florida
31 Legislature, shall be entitled to terminal pay
32 at the time of:
33

- 34 (a) normal retirement or early retirement;
35 (b) disability retirement;

1 (c) termination

2
3 If termination is by death, the ten (10) years
4 of creditable service in a state retirement
5 plan established by the Florida Legislature is
6 not required, and payment will be made to the
7 employee's beneficiary.
8

9 15.051 - Terminal pay shall be paid after ten
10 (10) years of creditable service in a
11 retirement plan established by the Florida
12 Legislature and shall be based on the total
13 number of accrued and valid sick leave days
14 credited to the employee at the daily rate of
15 pay of the employee at the time of
16 termination. The amount of terminal pay
17 shall be computed as follows:
18

19 (a) during the first through third years of
20 service in the district, the daily rate of
21 pay multiplied by thirty-five percent
22 (35%) times the number of days
23 accumulated sick leave;
24

25 (b) during the fourth through sixth years
26 of service in the district, the daily rate
27 of pay multiplied by forty (40%)
28 percent times the number of days
29 accumulated sick leave;
30

31 (c) during the seventh through ninth
32 years of service in the district, the
33 daily rate of pay multiplied by forty-
34 five (45%) percent times the number
35 of days accumulated sick leave;
36

1 (d) during the tenth through twelfth
2 years of service in the district, the
3 daily rate of pay multiplied by fifty
4 (50%) percent times the number of
5 days of accumulated sick leave; or
6

7 (e) during and after the thirteenth year of
8 service in the district, the daily rate of
9 pay multiplied by one hundred (100%)
10 percent times the number of days of
11 accumulated sick leave.
12

13 15.052 - Any employee entitled to terminal
14 pay must be under contract for the period
15 immediately preceding termination of
16 employment, and shall not be under
17 suspension from duty except for reasons
18 pertaining to health, or have any charges
19 pending which could result in dismissal from
20 employment. All employees must obtain
21 written verification of terminal leave
22 benefits prior to making a claim for same.
23

24 **15.06 - TUITION WAIVER:** Tuition shall be
25 waived for employees who enroll in a
26 supplemental vocational program. A
27 supplemental vocational program is one that
28 provides occupational training to maintain or
29 upgrade employees' skills and/or enables the
30 employee to reenter an occupation, including
31 homemaker. Tuition shall also be waived for
32 employees who enroll in Adult Basic
33 Education.
34

15.07 - TRAINING OPPORTUNITIES:

Training shall be provided to employees at the expense of the Board. The Superintendent will make a written annual assessment of training needs by department. A copy of the assessment will be sent to the Association by July 1. Qualified employees will be offered an annual training opportunity based on their job duties, length of employment, if relevant, and technological advances in the trade.

ARTICLE 16
ALCOHOL AND DRUG-FREE WORKPLACE

16.01 - No employee shall possess, consume or sell alcoholic beverages or manufacture, distribute, dispense, possess or use, on the job or in the workplace, any narcotic, drug, amphetamine, barbiturate, marijuana or any other controlled substance, as defined in the Controlled Substances Act (21 U.S.C. §812), and as further defined by regulations at 21 CFR 13001.11 through 1300.15, or by Florida Statutes, Chapter 893.

16.02 - "Workplace" is defined as the site for the performance of work done in connection with the duties of an employee of The School Board of Lee County. That term includes any place where the work of the school district is performed, including a school building or other school premises; any school-owned vehicle or any other school-approved vehicle used to transport students to and from school or school activities; and off-school property during any school-sponsored or school-approved activity, event or function (such as a field trip, workshop, or athletic event). The workplace does not include duty free time at conventions or workshops at which students are not present.

16.03 - As a condition of employment, each employee shall:

- (1) abide by the terms of this article, and;

1 (2) notify the appropriate director,
2 principal or supervisor of any
3 criminal drug statute conviction for a
4 violation occurring on the premises of
5 the Lee County School Board, at the
6 workplace, or during the conduct of
7 any official activity related to the Lee
8 County School Board no later than five
9 (5) days after conviction.

10
11 **16.04** - The Lee County School Board shall
12 take one of the following actions, within
13 thirty (30) days of receiving such notice,
14 with respect to any employee who is so
15 convicted:

16
17 (1) require such an employee to
18 participate satisfactorily in a drug
19 abuse assistance or rehabilitation
20 program approved for such purposes
21 by a federal, state or local health, law
22 enforcement, or other appropriate
23 agency, or

24
25 (2) if the employee fails to participate
26 satisfactorily in such program, the
27 employee may be nonrenewed or his or
28 her employment may be suspended or
29 terminated, at the discretion of the
30 School Board, or

31
32 (3) take appropriate personnel action
33 against such an employee, up to an
34 including termination.
35

1 **16.05** - No employee shall be required to
2 submit to drug or alcohol testing without
3 reasonable cause.
4

5 **16.06** - Possession or use of prescription
6 drugs by an employee for which he holds the
7 prescription is exempt from this section.
8

9 **16.07** - Employees who perform duties which
10 require the disposition or confiscation of
11 alcoholic beverages or controlled substances
12 are exempt from this section when
13 performing those specific duties.
14

15 **16.08** - Employee assistance will be available
16 through the Personnel Department and the
17 Employee Assistance Program.
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1 **ARTICLE 17**
2 **SCHOOL-BASED DECISION MAKING**
3

4 **17.01 - CONCEPT:** The parties to the
5 Agreement endorse the concept of a
6 participatory process through School-Based
7 Decision Making. This is an opportunity for
8 all employees to have shared decision making
9 at the school in which they work.

10
11 **17.02 - THE PROCESS:** To assure
12 acceptability of the school-based decision
13 making process at the school level, the
14 parties agree to the following:
15

16 17.021 - **Voting:** All employees eligible to vote
17 must vote by secret ballot to participate in the
18 school-based decision making process. The
19 issue must be approved by 80% of those
20 eligible to vote. The Association designated
21 representative(s) and the Board's
22 representative(s) shall count the ballots.
23

24 17.022 - **Contract Deviation:** Schools that
25 choose to participate in a school based
26 decision making program, after utilizing the
27 following process, shall be permitted to
28 deviate from the Agreement. However all
29 terms and conditions of this Agreement shall
30 not be altered, modified or deviated from
31 except with the express written consent of
32 the Association.
33

34 If a School-Based Decision Making program
35 requires a deviation from the Agreement, the

1 decision-making process shall include an
2 opportunity for all employees to share their
3 opinion. Such a decision shall not be
4 implemented in any other school without at
5 least an 80% concurrence of the employees.
6

7 17.023 - Task Force: The Board and the
8 Association agree to have a joint task force on
9 restructuring. The task force shall meet on a
10 regular basis and review the implementation
11 of this article and the Agreement. The task
12 force shall also meet at the request of either
13 party.
14

15 17.024 - School Committee: Employees that
16 serve on school-based decision making
17 committees in individual schools will be
18 selected by the employees in that school by
19 secret ballot counted by the Associations
20 designated representative(s) and the Board's
21 representative(s).
22

23 17.025 - Renegotiation: Either party to the
24 Agreement may request negotiating this
25 section without opening other sections.
26

27 17.026 - Parameters for School-Based Decision
28 Making: The joint task force shall review the
29 parameters for decision making to include
30 but not be limited to budgets, instructional
31 materials, personnel and curriculum design.
32

33 17.027 - Expansion of Program: Each year
34 there will be a district-wide secret ballot vote
35 of the non-participating schools. The total

1 number of participating schools can expand
2 to include ten (10) schools in 1992-93 and
3 fifteen (15) schools in 1993-94. All schools
4 shall be eligible to participate in 1994-95 and
5 each year thereafter. The voting procedures
6 outlined in 17.021 will be used in the selection
7 of additional schools.
8

9 17.028 - Option for Schools to Discontinue:

10 Each participating school shall determine
11 procedures whereby the employees of the
12 school may choose not to continue in the
13 program for an ensuing year. Such
14 procedures must be forwarded to the task
15 force prior to initiating the procedures for
16 discontinuation of the program.
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ARTICLE 18
DURATION AND ACCEPTANCE

18.01 - All provisions of this Agreement shall remain in full force until August 15, 1992.

18.02 - Should either party desire to terminate, change or modify any portion of this Agreement, they shall notify the other party in writing on or before April 30, 1992. Such notification shall be sent by certified mail, return receipt requested. Notification shall include the title of the articles the party wishes to renegotiate. All other articles shall remain in full force for the new negotiated period. Such articles shall be acknowledged upon introduction of any disputed articles.

18.03 - Negotiations shall begin no later than May 1, 1992, unless otherwise agreed to by the parties.

18.04 - This Agreement is signed this 18th day of February, 1992.

In Witness Whereof:

For the Association:

Susan M. Ruder
President

Rachel Case
Bargaining Chairperson

Bruce D. Paul
Executive Director

For the Board:

Dr. S. Graham
Chairman

James A. Adams
Superintendent

Madeline F. Brown
Chief Negotiator

THE SCHOOL DISTRICT OF LEE COUNTY, FLORIDA

GRIEVANCE REPORT FORM

NAME OF PERSON(S) FILING GRIEVANCE: _____

SCHOOL/DEPARTMENT: _____ JOB CLASSIFICATION: _____

HOME ADDRESS: _____ HOME PHONE: _____

NAME OF PERSON GRIEVANCE FILED WITH: _____

A. DATE CAUSE OF GRIEVANCE OCCURRED: _____

B. SPECIFIC CONTRACT PROVISION GRIEVED ARTICLE(S): _____ SECTION(S) NO. _____

C. STATEMENT OF GRIEVANCE: (including time, place and event leading to the grievance)

D. RELIEF SOUGHT _____

SIGNATURE OF GRIEVANT _____ DATE OF FILING _____

E. DISPOSITION OF GRIEVANCE BY IMMEDIATE SUPERVISOR (OR SUPERINTENDENT):

SIGNATURE OF IMMEDIATE SUPERVISOR _____

DATE OF RESPONSE _____

NAME OF COUNSEL OR UNION REPRESENTATIVE: _____

White To Immediate Supervisor

Yellow To Superintendent

Pink To Union

Goldendred To Grievant

SALARY SCHEDULE
The School Board of Lee County, Florida
Support Personnel Association of Lee County
(SPALC)
1991-1992

Object Code	JDE Locator Number	TITLE	Pay Grade	Other Than 260 Day Work Year	Assessment Form Number
110.00	A-26.00	ASSISTANT FOREMEN:			
	A-26.01	Shipping & Receiving	5		MIS-642
	A-26.02	Stock Control	4		MIS-642
106.00	A-31.01	Assistant Manager, Food Services	3	190	MIS-635
188.00	P-11.01	Bindery Worker	2		MIS-642
121.00	C-11.09(1)	Clerk, Stockroom	3		MIS-642
	C-11.09(2)				
129.00	C-56.00	CRAFTS & TRADES WORKERS:			
	C-56.02	Air Conditioning/Refrigeration & Chillwater Mechanic	6		MIS-642
	C-56.01	Air Conditioning/Refrigeration Mechanic	5		MIS-642
	C-56.03	Carpenter	5		MIS-642
	C-56.04	Electrician	6		MIS-642
	C-56.05	Fire Extinguisher Serviceman	6		MIS-642
	C-56.06	Glazier	5		MIS-642
	C-56.07	Locksmith	5		MIS-642
	C-56.08	Mason	5		MIS-642
	C-56.11	Millwright/Machinist	5		MIS-642
	C-56.12	Office Machine Repair Specialist	5		MIS-642
	C-56.13	Office & Sewing Machine Repair Specialist	5		MIS-642

Salary Schedule
Support Personnel Association
of Lee County (SPALC)
1991-1992

	Object Code	JDE Locator Number	TITLE	Pay Grade	Other Than 260 Day Work Year	Assessment Form Number
1	129.00	C-56.00	CRAFTS & TRADES WORKERS: (cont'd)			
2		C-56.14(1)	Painter, Signs	5		MIS-642
3		C-56.14	Painter	5		MIS-642
4		C-56.15	Plumber	6		MIS-642
5		C-56.17	Roofer	5		MIS-642
6		C-56.18	Tile Setter	5		MIS-642
7		C-56.20	Wastewater Plant Operator	6		MIS-642
8		C-56.21	Welder	5		MIS-642
9						
10	130.00	C-61.01	Custodian	1		MIS-642
11						
12		D-26.00	DRIVERS:			
13	116.00	D-26.02	Driver, School Bus Operator	4		MIS-549
14	135.00	D-26.01	Driver, Other Than Bus	1		MIS-549
15	193.00	T-16.01	Driver Trainer/Safety Coordinator	4		MIS-638
16	140.00	F-1.04	Food Services Worker	1	190	MIS-634
17	142.00	G-6.02	Graphic Designer	5		MIS-642
18						
19	187.00	G-1.00	GROUP LEADERS:			
20		G-1.05	Bindery	4		MIS-642
21		G-1.08	Carpenter (+supplement)	5		MIS-642
22		G-1.06	Mason (+supplement)	5		MIS-642
23		G-1.07	Mechanic, Maintenance (+supplement)	5		MIS-642

Salary Schedule
Support Personnel Association
of Lee County (SPALC)
1991-1992

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	Object Code	JDE Locator Number	TITLE	Pay Grade	Other Than 260 Day Work Year	Assessment Form Number
1	187.00	G-1.00	GROUP LEADERS: (cont'd)			
2		G-1.03	Millwright/Machinist (+supplement)	5		MIS-642
3		G-1.01	Painter (+supplement)	5		MIS-642
4		G-1.02	Sites	3		MIS-642
5		G-1.04	Welder (+supplement)	5		MIS-642
6						
7	155.00	C-61.00	HEAD CUSTODIANS:			
8		C-61.02	Head Custodian III	2		MIS-642
9		C-61.02	Head Custodian I and II (+supplement)	2		MIS-642
10						
11		M-1.00	MANAGERS:			
12	146.00	M-1.03	Manager, Intern, Food Services	2	196	MIS-635
13	159.00	M-1.09	Manager, Parts, Transportation	4		MIS-635
14						
15	150.00	M-6.00	MECHANICS:			
16		M-6.01	Mechanic, Chief, Transportation	6		MIS-642
17		M-6.02	Mechanic	5		MIS-642
18		M-6.03	Mechanic, Service	3		MIS-642
19		M-6.04	Mechanic, Tank Operator	4		MIS-642
20						
21		M-11.00	MESSENGERS:			
22	113.00	M-11.01	Courier/AV Repairman	5		MIS-642
23	151.00	M-11.02	Messenger/Courier/Printing Services	3	196 + 260	MIS-642
24						
25	185.00	O-1.03	Offset Camera Operator	5		MIS-642

Salary Schedule
Support Personnel Association
of Lee County (SPALC)
1991-1992

	Object Code	JDE Locator Number	TITLE	Pay Grade	Other Than 260 Day Work Year	Assessment Form Number
1						
2	186.00	O-1.00	PRINTERS:			
3		O-1.07	Head Press Operator	6		MIS-642
4		O-1.04(1)	Press Operator I	5		MIS-642
5		O-1.04(2)	Press Operator II	4		MIS-642
6						
7	163.00	S-31.01	Security Guard	3	187 + 260	
8						
9	192.00	S-6.01	Sites Worker	2		MIS-642
10						
11	189.00	O-1.06	Snack Bar Operator - Vo Tech	2		MIS-634
12						
13	190.00	C-56.22	Specialist, Turf	4		MIS-642
14						
15	177.00	S-11.11	Stock Control Specialist - Supply	4		MIS-642
16						
17	196.00	T-6.00	TECHNICIANS:			
18		T-6.04	Technician, Computer	6		MIS-642
19		T-6.03	Technician, Paint & Body	5		MIS-642
20		T-6.02	Technician, Pest Control	5		MIS-642
21		T-6.01	Technician, TV	6		MIS-642
22						
23	143.00	C-56.19	Utility Worker	3		MIS-642
24						

91-92 SALARY SCHEDULE 'S'

HOURLY RATES:

GRADE	STEP 1 STEP 9	STEP 2 STEP 10	STEP 3 STEP 11	STEP 4 STEP 12	STEP 5 STEP 13	STEP 6 STEP 14	STEP 7 STEP 15	STEP 8 STEP 16
01	5.7800 7.3200	5.9500 7.5400	6.1300 7.7800	6.3000 8.0000	6.5100 8.2200	6.7100 8.4800	6.9100 8.7400	7.1300 9.0000
02	6.3000 8.0000	6.5100 8.2200	6.7100 8.4800	6.9100 8.7400	7.1300 9.0000	7.3200 9.2700	7.5400 9.5400	7.7800 9.8400
03	6.9100 8.7400	7.1300 9.0000	7.3200 9.2700	7.5400 9.5400	7.7800 9.8400	8.0000 10.1300	8.2200 10.4300	8.4800 10.7600
04	7.5400 9.5400	7.7800 9.8400	8.0000 10.1300	8.2200 10.4300	8.4800 10.7600	8.7400 11.0800	9.0000 11.4000	9.2700 11.7700
05	8.2200 10.4300	8.4800 10.7600	8.7400 11.0800	9.0000 11.4000	9.2700 11.7700	9.5400 12.1000	9.8400 12.4500	10.1300 12.8400
06	9.0000 11.4000	9.2700 11.7700	9.5400 12.1000	9.8400 12.4500	10.1300 12.8400	10.4300 13.2200	10.7600 13.6100	11.0800 14.0100
07	9.8400 12.4500	10.1300 12.8400	10.4300 13.2200	10.7600 13.6100	11.0800 14.0100	11.4000 14.4500	11.7700 14.8900	12.1000 15.3200
08	10.7600 13.6100	11.0800 14.0100	11.4000 14.4500	11.7700 14.8900	12.1000 15.3200	12.4500 15.7600	12.8400 16.2400	13.2200 16.7400
09	11.7700 14.8900	12.1000 15.3200	12.4500 15.7600	12.8400 16.2400	13.2200 16.7400	13.6100 17.2400	14.0100 17.7500	14.4500 18.2800
10	12.8400 16.2400	13.2200 16.7400	13.6100 17.2400	14.0100 17.7500	14.4500 18.2800	14.8900 18.8300	15.3200 19.3900	15.7600 19.9800
11	14.0100 17.7500	14.4500 18.2800	14.8900 18.8300	15.3200 19.3900	15.7600 19.9800	16.2400 20.5700	16.7400 21.2000	17.2400 21.8500
12	15.3200 19.3900	15.7600 19.9800	16.2400 20.5700	16.7400 21.2000	17.2400 21.8500	17.7500 22.4900	18.2800 23.1700	18.8300 23.8800
13	16.7400 21.2000	17.2400 21.8500	17.7500 22.4900	18.2800 23.1700	18.8300 23.8800	19.3900 24.6000	19.9800 25.3200	20.5700 26.0900
14	18.2800 23.1700	18.8300 24.6000	19.3900 25.3200	19.9800 26.0900	20.5700 26.8600	21.2000 27.6600	21.8500 28.4900	22.4900 29.3100
15	19.9800 25.3200	20.5700 26.0900	21.2000 26.8600	21.8500 27.6600	22.4900 28.5100	23.1700 29.3600	23.8800 30.2400	24.6000 31.1600
16	21.8500 27.6600	22.4900 28.5100	23.1700 29.3600	23.8800 30.2400	24.6000 31.1600	25.3200 32.0700	26.0900 33.0500	26.8600 34.0500
17	23.8800 30.2400	24.6000 31.1600	25.3200 32.0700	26.0900 33.0500	26.8600 34.0500	27.6600 35.0500	28.5100 36.1000	29.3600 37.2100

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